Attachment 1

[Copy of Agreement to be attached]

CGI

September 19, 2012

Mr. Paul Jacoby, Vice President
Logicworks Systems Corporation
155 Avenue of the Americas, 5th Fl.
NY, NY 10013

RE: Interim Hosting Services for the University of Massachusetts HIX/IES Project

Dear Steve:

The purpose of this letter is to document the agreement between Logicworks and CGI pursuant
to which CGI will purchase interim hosting services from Logicworks (the "Letter Agreement").
CGI will use the hosting services provided under this Letter Agreement as a development
environment for services it intends to provide to the University of Massachusetts Worcester
Campus ("University") under CGI's prime contract with the University for the Massachusetts
Health Insurance Exchange and Integrated Eligibility System (MA HIX/IES): Systems Integrator
Procurement; RFR Number CW12-JD-0022-0001 (the "Prime Contract").

Negotiations between the University and CGI to formalize additional terms and conditions of the
Prime Contract for the provision of ongoing hosting services from Logicworks will proceed in
the near future. Subject to the execution of a mutually acceptable master services agreement
between CGI and Logicworks, CGI intends to subcontract a portion of its hosting obligations
under the Prime Contract to Logicworks and Logicworks desires to provide those services to
CGI. As such, the parties shall work together in good faith to reach a mutually acceptable
agreement regarding such terms and conditions

This letter documents the contractual terms and conditions pursuant to which our teams will
work on the start-up activities and interim services required to facilitate such negotiations. As
previously discussed, Logicworks will provide the start-up hardware, software, operating
systems, networking equipment, bandwidth, and other products and services ("Interim Hosting
Services") described in the Service Order attached hereto as Exhibit B.

Logicworks will provide the above services at the rate(s) in the Service Order attached hereto as
Exhibit B. Logicworks will submit a monthly invoice to CGI, payment terms: Net 60 days from
receipt of Logicworks' invoice by CGI. Billing will commence on the date that Logicworks
provides CGI with Internet access to the Interim Hosting Services.

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Exhibit A - Additional Business Terms

1.   Termination. This Letter Agreement will automatically terminate at the end of March 2013 unless it is terminated in accordance with this Section 1 or the parties enter into a master services agreement prior to that time. CGI may terminate this Letter Agreement at any time by giving Logicworks written notice of its intent to terminate. A notice of termination received by Logicworks on or before the fifteenth day of a calendar month will become effective at the end of that month. A notice of termination received after the fifteenth day of a calendar month will become effective at the end of the following calendar month. In such event, CGI will pay Logicworks in full for all Interim Hosting Services performed through the effective date of termination. Logicworks may terminate the Letter Agreement: (A) if CGI materially breaches the Letter Agreement and fails to cure that breach within ten days of receiving a notice from Logicworks that identifies the breach; (B) on ten days' notice if Logicworks is threatened with a legal claim relating to CGI's use of the Interim Hosting Services, including a claim for copyright, trademark or patent infringement, and Logicworks is unable to impose restrictions on the Interim Hosting Services that result in the withdrawal of that claim and eliminate the risk of liability for similar claims in the future; (C) notwithstanding clause (A) of this Section 1, on ten days' notice if CGI fails to pay any fees within sixty days of an invoice date and on two days' notice if CGI violates the AUP more than once; (D) immediately (and without prior notice) pursuant to a request or notice from the government or a law enforcement agency; or (E) immediately (and without prior notice) if CGI becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership or liquidation, if such petition or proceeding is not dismissed within ninety (90) days of filing.

2.   Suspension. Notwithstanding the foregoing, Logicworks may immediately suspend the Interim Hosting Services without prior notice or liability if (A) Logicworks reasonably believes that CGI's use of the Interim Hosting Services has or will subject Logicworks to civil or criminal liability; (B) Logicworks reasonably believes that the Interim Hosting Services are being used in violation of the Acceptable Use Policy(AUP) attached hereto as Exhibit C; (C) Logicworks is required to suspend CGI's Interim Hosting Services by a law enforcement agency, government agency, or court order; (D) activity on CGI's Servers, such as a denial of service attack or unauthorized access, poses a threat to the integrity of Logicworks' network or Logicworks' other clients; or (E) CGI fails to pay an invoice as per the Letter Agreement.

3.   Non-Disclosure. The following provision shall remain subject to and subordinate to, any applicable public disclosure laws, including but not limited to the Massachusetts Public Records Law, Mass. Gen. Laws ch. 4 §7 and §26 and ch. 66 §10. Logicworks and CGI agree that in connection with the performance of their respective obligations hereunder, each Party may have access to the Confidential Information of the other Party. The follow terms will apply to such access.

    (a) "Confidential Information". "Confidential Information" means information belonging to or in the possession of a Party which is confidential or a trade secret and is furnished or disclosed to the other Party under the Contract (including information exchanged in contemplation of entering into the Contract): (i) in tangible form and if provided by Contractor, marked or designated in writing in a manner to indicate it is confidential or a trade secret; or (ii) in intangible form and that either is of a nature that a reasonable

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person would understand to be confidential or a trade secret or is identified as confidential or a trade secret in a writing provided to the receiving Party within thirty (30) business days after disclosure.

"Confidential Information" does not include any information that, as evidenced by written documentation:

(i) is already known to the receiving Party without restrictions at the time of its disclosure by the furnishing Party;

(ii) after its disclosure by the furnishing Party, is made known to the receiving Party without restrictions by a third Party having the right to do so;

(iii) is or becomes publicly known without violation of the Contract; or

(iv) is independently developed by the receiving Party without reference to the furnishing Party's Confidential Information.

Confidential Information will remain the property of the furnishing Party, and the receiving Party will not be deemed by virtue of the Contract or any access to the furnishing Party's Confidential Information to have acquired any right, title or interest in or to the Confidential Information. The receiving Party agrees:

(i) to use the furnishing Party's Confidential Information in accordance with the Contract and afford it at least the same level of protection against unauthorized disclosure or use as the receiving Party normally uses to protect its own information of a similar character, but in no event less than reasonable care;

(ii) to limit disclosure of the furnishing Party's Confidential Information to personnel furnished by the receiving Party to perform services under this Letter Agreement or otherwise having a need to know the information for the purposes of the Letter Agreement (including authorized subcontractors under written obligations of confidentiality at least as stringent as set forth herein);

(iii) not to disclose any such Confidential Information to any third Party except as provided herein; and

(iv) to notify the furnishing Party promptly of any unauthorized use or disclosure of the furnishing Party's Confidential Information and cooperate with and assist the furnishing Party in every reasonable way to stop or minimize such unauthorized use or disclosure.

If the receiving Party receives a subpoena or other valid administrative or judicial notice requesting the disclosure of the furnishing Party's Confidential Information, the receiving Party will promptly notify the furnishing Party. Subject to its obligations stated in the preceding sentence and any applicable public records laws, the receiving Party may comply with any valid subpoena or other administrative or judicial process to the extent required by law.

Upon termination or expiration of this Letter Agreement, the receiving Party, at the furnishing Party's option, will return or destroy all Confidential Information of the

furnishing Party that the receiving Party does not possess under a valid license; provided that each party may retain one (1) copy for archival purposes.

Each Party agrees that if a court of competent jurisdiction determines that the receiving Party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the furnishing Party or the furnishing Party's proprietary rights, money damages will not provide an adequate remedy. Accordingly, the furnishing Party will be entitled to seek appropriate injunctive relief and other measures restraining further

4.   Limitation of Liability.

a.   If either party should become entitled to claim damages from the other party (including without limitation, for breach of contract, breach of warranty, negligence or other tort claim), each party will be liable (in the aggregate for all claims made with respect to this Letter Agreement) only for the amount of that party's actual direct damages up to the amount that CGI has been invoiced by Logicworks for the items or Interim Hosting Services. In no event will either party, or its respective employees, agents or representatives, be liable to the other party for any lost profits, loss of business, loss of use, lost savings, lost or damaged data, lost revenue, damage to goodwill, lost opportunities, lost revenue, or other consequential, special, incidental, indirect, exemplary or punitive damages, even if the party has been advised of the possibility of such damages.

b.   Notwithstanding anything in this Letter Agreement to the contrary, in no event will Logicworks be liable for failing to provide the Interim Hosting Services unless the failure results from Logicworks' breach of the Service Level Agreement in Section 10 below or from Logicworks' or its subcontractors' gross negligence or intentional misconduct.

c.   The parties agree that the foregoing limitations will not be deemed to limit any liability to an extent that would not be permitted under applicable law.

5.   Any question or dispute arising out of or relating to this Letter Agreement will be settled by arbitration in accordance with the American Arbitration Association's Commercial Arbitration Rules and the Supplementary Procedures for Large, Complex Disputes, except to the extent that those rules are inconsistent with this Agreement. Judgment on the award may be entered in any court having jurisdiction. The seat of the arbitration will be Washington, D.C. Each party will pay its own costs and attorneys' fees. All fees payable to the AAA, including all arbitrator fees, will be divided equally between the parties. Except as prohibited by applicable law, the arbitrators will have no authority to award any damages that are excluded by the terms and conditions of this Letter Agreement. Either party will have the right to apply at any time to a judicial authority for appropriate injunctive or other interim or provisional relief, and will not by doing so be deemed to have breached its agreement to arbitrate or to have affected the powers reserved to the arbitrators. The laws of the Commonwealth of Massachusetts, without reference to its choice of law principles, govern this Agreement and any claims arising out of or relating to this Agreement, its negotiation, execution, performance, or breach.

6.   The provisions of this Letter Agreement will be deemed severable, and the unenforceability of any one or more of its provisions will not affect the enforceability of any other provision. If any provision is unenforceable, the parties will substitute an enforceable provision that preserves the original intentions and economic positions of the parties to the maximum extent legally possible.

7.   Any provision of this Letter Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Letter Agreement, including but not limited to the provisions with respect to protection of Confidential Information, the limitation of liability, waivers, representations, nonsolicitation of employees, and dispute resolution.

8.   Without Logicworks' prior written consent, CGI may not: (A) use any portion of the Interim Hosting Services in a live environment or to perform any production activities that affect internal or external users or third parties, (B) copy, decompile, reverse assemble or otherwise reverse engineer any software component of the Interim Hosting Services, (C) remove or alter any of the copyright notices or other proprietary markings on any component of the Interim Hosting Services, (D) use the Interim Hosting Services for any application where a failure of the Interim Hosting Services could result in death, serious injury, environmental damage or property damage, e.g., in connection with medical life support devices, water treatment facilities, nuclear facilities, weapons systems, chemical facilities, mass transportation, aviation and flammable environments, or (E) attempt to discover and/or reuse any Logicworks' license key or licensing data.

9.   Logicworks has the right to perform scheduled maintenance from 9:00 p.m. to 6:00 a.m. at the location where the maintenance is being performed (a "Maintenance Window") with prior approval 24 hours in advance from CGI, and to perform emergency maintenance at any time with notification to CGI in advance of the emergency maintenance event.

10.   This Section 10 is Logicworks' Service Level Agreement (the "Service Level Agreement" or "SLA") for the Interim Hosting Services, which sets forth CGI's sole remedy for Logicworks' failure to provide the Interim Hosting Services and for any deficiency in the Interim Hosting Services. Except as otherwise provided in this Letter Agreement, Logicworks guarantees that the Interim Hosting Services will be available one hundred percent (100%) of the time. For each hour that the Interim Hosting Services cannot be accessed from the Internet or are not functional ("Downtime"), CGI will be entitled to receive one hour of service credits ("Service Credits"). Service Credits are not available for Downtime caused by: (1) maintenance, emergency maintenance, or a suspension of services; (2) flaws in CGI's Content; (3) the incompatibility of any operating system, Application or vendor-supplied security patches with CGI's Content; (4) acts or omissions of CGI or agents of CGI, including all testing of the Interim Hosting Services by CGI or a third party; (5) the failure of servers or services outside of the datacenter in which the Interim Hosting Services are provided, including, but not limited to, inaccessibility on the public Internet; (6) Logicworks' blocking of Content that Logicworks deems to be in violation of the AUP; (7) a force majeure or events not in Logicworks' direct control; (8) a denial of service attack, unauthorized access (i.e., hacking) or malware; (9) CGI's failure to meet the terms and conditions of this Letter Agreement; (10) the use of a shared device by another client of Logicworks; and (12) the disabling of Logicworks' administrative access to the Interim Hosting

Services.

      a.   For the purpose of determining Service Credit availability, Downtime will be measured from the first to occur of the following: (1) CGI's submission of a service request claiming Downtime to Logicworks' Network Operations Center ("NOC") through LogicOps or by placing a direct telephone call to NOC; or (2) the detection of Downtime by Logicworks' monitoring systems. Logicworks will determine, in its reasonable discretion, CGI's eligibility for Service Credits and the amount of Service Credits awarded pursuant to this Agreement. To be eligible for Service Credits, CGI must send a reasonably detailed, written request for Service Credits to Logicworks within five Business Days after the first day on which the events giving rise to the request first occurred. Logicworks will use reasonable efforts to respond to all Service Credit requests within thirty days of receipt. The calculation of all Service Credits will be based on Logicworks' records and data. Logicworks will apply Service Credits to the invoice for the month immediately following the month in which a determination of Service Credit amount and eligibility is made. If the parties enter into a master services agreement, any Service Credits that would be available but for the fact that no future invoice will be issued under this Letter Agreement will be carried over to that subsequent agreement and applied to the invoice for the month immediately following the month in which Logicworks' determination is made. "Business day" means Monday through Friday, except U.S. bank holidays. The maximum combined amount of all Service Credits earned in a given calendar month may not exceed the recurring fee for the calendar month in which the Service Credits are awarded. CGI is not entitled to excess Service Credits that would be available if not for this limitation.

11. CGI shall implement security measures that are commercially reasonable for its use of the Interim Hosting Services. CGI is responsible for maintaining the secrecy of all information required to access the Interim Hosting Services (e.g., passwords and user names). CGI shall pay Logicworks for all Interim Hosting Services accessed through its account, including all fees resulting from unauthorized use, except where the unauthorized use results from (A) Logicworks' breach of this Agreement, or (B) Logicworks' failure to notify CGI within one hour after Logicworks' system monitoring tools detect and trigger an alert in response to unauthorized access to the Interim Hosting Services. In lieu of the notice procedures set forth below in Section 15, Logicworks may notify CGI an unauthorized access alert either through LogicOps or by sending an email to patrick.colacicco@cgi.com. Logicworks will measure bandwidth usage at the public Ethernet ports on CGI's firewalls. Bandwidth calculated using the 95th percentile method will be billed to the nearest Mbps. Bandwidth usage will reset to zero at the end of each calendar month and will not be carried over to the following month.

12. Logicworks shall maintain and enforce security procedures with respect to its provision and maintenance of the Interim Hosting Services that are at least equal to industry standards for hosting application development servers that do not store or process PII and that are in accordance with all laws and regulations that apply to Logicworks in the performance of its obligations under the Letter Agreement. Logicworks will periodically test its systems for potential areas where security could be breached. Logicworks will report to CGI immediately any breaches of security or unauthorized access to Logicworks' systems that Logicworks detects

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or becomes aware of. CGI shall implement security measures that are commercially reasonable for its use of the Services.

13. Warranties and Disclaimers.

a. CGI warrants that Contract Data as defined below will not be transmitted to or processed or stored on the Interim Hosting Services. "Contract Data", as used in this Letter Agreement, shall refer to any information, whether oral, written, or electronic, that constitutes:

1. personally identifiable data, including without limitation:
   - "personal information" (as defined in Mass. Gen. Laws ch. 93H),
   - "protected health information" (as defined under the Health Insurance Portability and Accountability Act Privacy and Security Rules defined below),
   - "personal data" (as defined in Mass. Gen. Laws. ch.66A);

2. "other state or federal agency sensitive or confidential data" protected under state or federal data security or privacy laws or agreements (which may include personally identifiable data from state or federal agencies including, but not limited to, the US Internal Revenue Service, Social Security Administration, or Massachusetts Department of Revenue)(e.g., adjusted gross income, number of dependents, bankruptcy information, tax information, banking account numbers and routing information); and/or

3. any "de-identified data" (i.e., any personal information, protected health information, personal data or other state or federal agency sensitive or confidential data from which personally identifiable information has been removed so that there is no reasonable basis to believe that the information can be used to identify an individual) or "masked data" (i.e., personally identifiable data for which certain data elements have been obscured or masked so that there is no reasonable basis to believe that the masked information can be used to identify an individual)

b. CGI represents and warrants that it has obtained all consents and licenses required for both parties to legally access and use software that is not provided by Logicworks without infringing any ownership or intellectual property rights.

c. Logicworks represents and warrants that it will provide the Interim Hosting Services in a workmanlike and professional manner. Except as provided in the previous sentence and the Service Level Agreement, all goods and services are provided "AS-IS". Notwithstanding the foregoing, CGI's use of any Logicworks-provided third-party software is governed by the terms of any license or other agreement between CGI and the third party software provider. Except as expressly provided in this Letter Agreement, Logicworks and its network service suppliers disclaim all other warranties, express and implied, including the warranties of merchantability, fitness for a particular purpose, non-infringement, title, and any warranties arising from a course of dealing, usage or trade practice.

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d.   Neither Logicworks nor its network service suppliers warrant that the Interim Hosting Services will be uninterrupted, error-free, completely secure, or that all defects will be corrected. CGI acknowledges that Logicworks does not control or monitor the transfer of data over telecommunications facilities, including the public Internet, and that Internet accessibility carries with it the risk that privacy, confidential information and property may be lost or compromised.

14.   Logicworks' Acceptable Use Policy posted at http://www.logicworks.net/acceptableuse.php on the effective date of this Agreement and attached hereto as Exhibit C, as it may be amended from time to time by Logicworks, and as it may be made available by Logicworks on any successor or related site (the "AUP"), is incorporated herein by reference and deemed a written part of this Letter Agreement. Notwithstanding the foregoing, Logicworks may only amend the AUP on at least thirty days' notice and as required in order to ensure compliance with changes in state or federal laws or regulations relating to the Interim Hosting Services, new or emerging security threats, or to protect the health and security of its network.

15.   Logicworks' technical policies and requirements in Exhibit D are incorporated herein by reference and deemed a written part of this Letter Agreement.

16.   In addition to the other terms in this Agreement, CGI's use of any Microsoft® product is governed by the terms and conditions of the Microsoft Addendum located at http://www.logicworks.net/legal/microsoft-software-addendum and attached hereto as Exhibit E, as it may be amended by Logicworks from time to time, and as it may be made available by Logicworks on any successor or related site. Notwithstanding the foregoing, Logicworks may only amend the Microsoft Addendum on at least thirty days' notice and only as required by Microsoft.

17.   Logicworks' responsibility matrix in Exhibit F is incorporated herein by reference and deemed a written part of this Letter Agreement.

18.   For any notice under this Letter Agreement to be valid, it must be sent by one of the following methods of delivery: (i) personal delivery; (ii) registered or certified mail, in each case return receipt requested and postage prepaid; or (iii) nationally recognized overnight courier, with all fees prepaid. For a notice under this Agreement to be valid, it must also be addressed as follows:

If to Logicworks: Logicworks Systems Corporation
                         155 Avenue of the Americas
                         Fifth Floor
                         New York, NY 10013
                         Attn: Kenneth L. Ziegler

If to CGI: CGI Technologies and Solutions Inc.
                         11325 Random Hills Road, 7th Floor
                         Fairfax, VA 22030
                         Attn: Patrick J. Colacicco, Vice President, Consulting

Subject to this Section 18, a notice under this Letter Agreement is effective when received. A notice will be deemed received when delivered in person or signed for by the recipient as indicated by the signed delivery receipt. If the receiving party refuses to accept delivery, or if delivery is impossible because of a change in address for which no notice was given, notice will be deemed received upon the rejection or inability to deliver. If a notice is received at the location specified in the receiving party's address in this Section 18 after 5:00 p.m., or on a day other than a Business Day, notice will be deemed received on the following Business Day.

19. Force Majeure. Neither party shall be liable for any damages for delays or failure in performance under this Agreement caused by acts or conditions beyond its reasonable control, without its fault or negligence, which could not have reasonably foreseen or prevented by reasonable precautions. Such acts or conditions (each a "Force Majeure") shall include, but not be limited to: acts of God or of the public enemy; civil war; insurrections or riots; acts of war; acts of government; acts of terrorism; fires; floods; storms; explosions; earthquakes or accidents; unusually severe weather; epidemics or public health restrictions; strikes or labor troubles causing cessation, slowdown or interruption of work; and other similar events, or any event referred to above preventing a subcontractor from performing its obligations under a subcontract. In the event of a Force Majeure, (i) the party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediments to its performance and shall provide prompt notice to the other party of the Force Majeure; and (ii) the time for performance shall be extended by a period equal to the delay caused by the Force Majeure and, if warranted, the fees payable to Logicworks shall be equitably adjusted.

20. This Letter Agreement and it Exhibits constitute the entire agreement between the parties, and supersede all other prior or contemporaneous communications between the parties (whether written or oral), and all other communications relating to the subject matter of the Letter Agreement. The Letter Agreement may be modified or amended solely in a writing signed by both parties. The parties agree that any pre-printed terms contained in purchase orders, acknowledgments, shipping instructions or other forms, or invoices, that are inconsistent with or different from the terms of the Letter Agreement will be void and of no effect even if signed by the party against which their enforcement is sought. This Letter Agreement will be construed and interpreted in a neutral manner. No rule of construction or interpretation will apply against any particular party based on a contention that the Letter Agreement was drafted by one of the parties. The word "including" is a term of expansion, not limitation. Unless otherwise indicated, all references to a day are references to a calendar day and all references to a time of day are references to the time in New York, N.Y. If any date specified in this Agreement as the only day, or the last day, for taking action falls on a day that is not a Business Day, then that action may be taken on the next Business Day. A fully signed copy of this Letter Agreement made by reliable means (i.e., a facsimile or electronic image) will be considered an original.

Exhibit B - Service Order

logicworks

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Client Name:	CGI Technologies and Solutions Inc.
Billing Address:	11325 Random Hills Road, 7th Floor
City, State, Zip:	Fairfax, VA 22030

Contact Person:	Jan Wipperman
Contact Phone:	703-462-0070
Contact E-Mail:	jan.wipperman@cgi.com

Date:	08/17/12
Account Executive:	Zeller, Steven
Service Order No:	1041138
Service Order Expires:	09/01/12

Setup / Installation

Qty	Service	Discount Price	Extended Price
1	Setup / Installation	$3,500	$ 3,500.00
		Subtotal Managed Network: $	3,500.00

Total Setup Fee: (One-Time Non-Recurring Cost)	$ 3,500.00

Signature: _____

Date: 9-20-12

Print Name: PATRICK J. COLACICCO

Title: VICE PRESIDENT

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Client Name:	CGI Technologies and Solutions Inc.
Billing Address:	11325 Random Hills Road, 7th Floor
City, State, Zip:	Fairfax, VA 22030
Contact Person:	Jan Wipperman
Contact Phone:	703-462-0070
Contact E-Mail:	jan.wipperman@cgi.com

Date:	08/17/12
Account Executive:	Zeller, Steven
Service Order No:	1041138
Service Order Expires:	09/01/12

Managed Network

Qty	Service		Unit Price		Extended Price
	Hewlett Packard Gb Ethernet switches provide top-of-rock connectivity and 1Gb throughput. Bandwidth is non-capped and indicated for billing purposes..(Bandwidth overage is available at $30/Mbps)				
1	HP ProCurve 2510G 24-port	$	315.00	$	315.00
5	Bandwidth Mbps (95th%ile)	$	24.00	$	120.00
		Subtotal Managed Network:		$	435.00

Managed Dedicated Firewalls

Qty	Service		Unit Price		Extended Price
	Linux IPTables Firewall				
1	Dedicated Firewall Server	$	295.00	$	295.00
		Subtotal Managed Dedicated Firewalls:		$	295.00

Managed Backups & Storage

Qty	Service		Unit Price		Extended Price
	EMC Isilon NAS Storage				
2300	Isilon Network Attached Storage (GB)	$	1.00	$	2,300.00
		Subtotal Managed Backups & Storage:		$	2,300.00

Managed Virtual Servers

Qty	Service		Retail Price		Discount Price		Extended Price
	Managed virtual servers include VMware ESX and Red Hat Enterprise Linux. Servers are imaged with monitoring, backup, and management tools included. Red Hat Virtual Servers run on dedicated VMware ESX physical hosts including full redundancy and fail-over capabilities; VMotion, VSphere, and Storage VMotion.						
23	Managed Private Virtual (Redhat ES)	$	95.00	$	95.00	$	2,185.00
		Subtotal Managed Virtual Servers:				$	2,185.00

Private Cloud Host Servers

Qty	Service		Unit Price		Extended Price
	Logicworks' fully managed database servers are designed, configured and monitored by our DBAs 24/7/365.				
3	Host	$	1,207.00	$	3,621.00
	8bay 2.5" SAS 1U server chassis				
	2x X5660 2.80GHz Hex-Core processor(s)				
	96GB DDR3-1333 ECC REG (8GBx12 - 2 cpu) ram				
	2x 150GB 10K 2.5" SATA disks				
	UIO Raid Card w/battery				

Dual-Port Gigabit Ethernet card
Vmware ESX
Managed ESX Services

Subtotal Managed Dedicated Servers: $		3,621.00

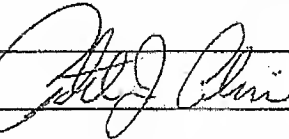|		
Total Monthly Recurring:	$	8,836.00
Committed Term:		MTM

The person signing below represents that he or she is authorized to sign this Service Order on behalf of Client.

Client: CGI Technologies and Solutions Inc.
11325 Random Hills Road, 7th Floor
Fairfax, VA 22030

And that Client accepts this Service Order subject to the terms of the Letters of Intent between Logicworks and University of Massachusetts Medical School dated August 16th, 2012, and between Logicworks and CGI Technologies and Solutions Inc. dated August 17th, 2012. Client also accepts the terms & conditions specified in:

Logicworks Acceptable Use Policy: http://www.Logicworks.net/acceptable-use-policy
Logicworks Responsibilities Matrix: http://www.Logicworks.net/responsibilities
Logicworks Technical Policies: http://www.Logicworks.net/policies

Signature: _____ Date: 9-20-12

Print Name: PATRICK J. COLA CICLO Title: VICE PRESIDENT

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Exhibit C – Acceptable Use Policy

1. General. This Acceptable Use Policy sets forth guidelines for the acceptable use of Logicworks' network. All Subscribers to Logicworks' services are required to comply with this policy.

2. Illegal Use. The Logicworks network may only be used for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is libelous, defamatory, constitutes an illegal threat, violates export control laws or regulations or encourages conduct that would constitute a criminal offense or give rise to civil liability.

3. System and Network Security. Violations of system or network security are prohibited. Examples of system or network security violations include, without limitation:
a. Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network
b. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network
c. Interference with service provided to any user, host or network including, without limitation, mailbombing, flooding, computer worms or viruses, deliberate attempts to overload a system and broadcast attacks and
d. Forging of any tcp-ip packet header or any part of the header information.

4. Abuse. The following acts are considered to be abusive of the Logicworks network and are prohibited:
a. Any conduct which violates the accepted norms and expectations of the Internet community at large including, without limitation, posting or distributing information or materials which are abusive or threatening. Logicworks reserves the right determine, in its sole discretion, whether any particular conduct violates such norms and expectations
b. Resale of any Logicworks services or products unless expressly authorized in writing by Logicworks
c. Falsifying Subscriber information in applications, contracts and other materials provided to Logicworks including fraudulent use of credit card numbers or "bill to" numbers
d. Falsifying identity or contact information to circumvent this Acceptable Use Policy or otherwise
e. Forging of message headers or a sender's identity, or taking any similar action with the intent of bypassing restrictions or limits on access to a specific service or site
f. Creating, forwarding, posting or distributing chain messages of any type (also known as "pyramid" or "ponzi" schemes) and
g. Attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization or other methods to document use of Logicworks services.

5. E-mail. Logicworks prohibits Subscribers from engaging the following e-mail related activities:

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a. Sending unsolicited bulk e-mail ("UBE", or "SPAM"). This includes but is not limited to the distribution of UBE for commercial, informational, advertising, political, or religious purposes

b. Setting up "mailback" or "drop box" addresses in order to receive responses from UBE, either directly by the Subscriber or by a third party on behalf of the Subscriber and

c. Engaging in any of the foregoing activities by using the service of another provider, but channeling such activities through a Logicworks account, remailer, or otherwise through a Logicworks service or using a Logicworks account as a maildrop for responses or otherwise using the services of another provider for the purpose of facilitating the foregoing activities if such use of another party's service could reasonably be expected to adversely affect a Logicworks service.

d. Running a mail server with open relay, i.e. which allows the unchallenged forwarding of e-mail. Logicworks reserves the right to implement technical mechanisms which block UBE before it is forwarded or otherwise sent to its intended recipients.

6. Compromised Servers or Network Equipment. Logicworks prohibits the continued operation of servers that have been compromised by third parties or automated agents.

7. World Wide Web. Logicworks prohibits Subscribers from engaging in any of the following web-related activities:

a. Exploiting or attempting to exploit any scripts presented on a web page

b. Utilizing programs, scripts or commands to abuse a web site, e.g. by using bandwidth excessively and

c. Hosting a web page which acts maliciously against users that visit that page.

8. Indirect Violations. INDIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A SUBSCRIBER OR A SUBSCRIBER'S END USER SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH SUBSCRIBER OR END USER.

9. Reporting. Subscribers to Logicworks' services are required to immediately report to Logicworks (i) any event or issue which could compromise the stability, service or security of the Logicworks network and (ii) any known violation of this Acceptable Use Policy.

10. Consequences of Non-Compliance. Violation of this Acceptable Use Policy is strictly prohibited. In the event of any actual or potential violation, Logicworks reserves the right to (i) suspend or terminate, either temporarily or permanently, any or all services provided by Logicworks to Subscriber, (ii) block and/or filter any abusive activity or (iii) take any other actions as deemed appropriate by Logicworks in its sole discretion. Nothing contained in this policy shall be construed to limit Logicworks' actions or remedies in any way with respect to any violation of this Acceptable Use Policy. Subscribers who violate this Acceptable Use Policy may incur criminal or civil liability. Logicworks may refer violators to civil or criminal authorities for prosecution and will cooperate fully with applicable government authorities.

11. Changes to Policy. Logicworks reserves the right to modify this Acceptable Use Policy at any time without notice. A current version of the policy is posted on Logicworks' web site at www.logicworks.net/acceptable-use-policy.

12. **Complaints/Questions.** Complaints or questions regarding this Acceptable Use Policy should be sent to abuse@Logicworks.net.

Exhibit D – Responsibilities Matrix

LOGICWORKS RESPONSIBILITY MATRIX

This Responsibility Matrix describes responsibilities that are included in the Letter Agreement with Logicworks and it identifies which party must perform them. The responsibilities described in this Responsibility Matrix are not exhaustive, and they are in addition to the other terms and conditions in the Letter Agreement with Logicworks. Each party shall perform the responsibilities assigned to it in the applicable sections of this Responsibility Matrix. Capitalized terms that are not defined herein, including the term "Agreement", have the meanings given them in the Letter Agreement, Acceptable Use Policy, Tech Policies, Service Order, or any addendum thereto.

1. MANAGED SERVICES AND MANAGED SERVERS. The following responsibilities in this Section 1 of the Responsibility Matrix apply exclusively to managed physical servers, managed Virtual Servers, managed devices, and managed Services that are specified on a Service Order and purchased under the Letter Agreement.

Facilities	Logicworks	CGI
Provide Power, backup power, HVAC, 24x7 physical security, video surveillance, biometrics, fire suppression	x	
Provide Internet access via multiple upstream providers with BGP	x	
Maintain insurance for colocated equipment, if any		x

Provisioning	Logicworks	CGI
Ensure that the Configuration, as specified, is sufficient to meet CGI's needs, including performance		x
Build the Configuration	x	
Provide CGI with the use of the Configuration	x	
Execute upgrades or modifications to the Configuration as directed by CGI	x	
Comply with Logicworks Tech Policies regarding the deprecation of hardware and/or software		x
For every Eligible Application, maintain redundant hardware of equal specifications for all constituent servers and devices		x

Monitoring and Response	Logicworks	CGI
Monitor the availability of servers and devices 24x7x365	x	
Replace defective hardware within 1 hour of diagnosis by Logicworks	x	
Before going live, set up health check tests, in conjunction with Logicworks, to determine application health and availability		x
Monitor for application health and availability pursuant to CGI's written instructions	x	
Before going live, provide a detailed written description of all monitoring, alerting, notification and response procedures		x
Implement emergency failover procedures that are developed by CGI and provided to Logicworks in writing upon the occurrence of a detected failure	x	

Facilities	Logicworks	CGI
Provide up-to-date contact information via LogicOps for contact authorization, monitoring, alerting and response procedures, including an up-to-date contact distribution list with specific response and escalation instructions for complex contact protocols with numerous parties		x
Notify Logicworks and other non-Logicworks authorized contacts of any maintenance that may result in application unavailability or system alerts		x

Security and Patching	Logicworks	CGI
Apply critical security updates (e.g., patches addressing vulnerabilities that allow remote root or Administrator exploits) through announced emergency maintenance	x	
Apply quarterly critical security patches through planned maintenance with 24 hours' notice	x	
Manage firewalls and implement access changes as requested by authorized CGI contact in writing	x	
Maintain and follow security procedures as specified in Logicworks' SAS70 Type II audit	x	
Follow generally accepted security practices for the administration of Hosting Equipment		x

Administration and Support	Logicworks	CGI
Provide 24x7x365 Network Operations Center support via telephone, Web and email	x	
Provide emergency (*i.e.*, application down) support 24x7x365	x	
Provide systems, network, and security administration, which includes the following: (1) operating system installation, maintenance and upgrading; (2) responding to Trouble Tickets and alerts; (3) performing routine network administration and maintenance; (4) systems database administration to ensure high-availability; (5) replacing failed Hosting Equipment; and (6) maintaining a LogicOps client portal	x	
Request off-peak, non-emergency maintenance 48 hours in advance		x
Develop, maintain and support all CGI applications and Content, including tuning services upon which CGI Application is dependent (e.g. Apache)		x
Maintain the compatibility of all CGI Applications and Content with O/S version and version upgrades		x

Backup and Restoration	Logicworks	CGI
Schedule a daily backup of CGI servers for data recovery	x	
Copy and/or move data off-site on a weekly basis	x	
Initializing restoration request within 1 hour of receipt	x	
Manually re-attempt backups within 24 hours of receiving backup failure alert	x	
Maintain sufficient committed backup storage space for a minimum of 2 restore points per server		x

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Facilities	Logicworks	CGI
Determine backup storage requirements on a per server basis based on days retention required		x
Notify Logicworks of all changes to a server that may affect backups, e.g., a change in partitions, etc.		x
Configure custom backups for data contained in files held open by the operating system, including database files		x

Managed Database and Storage Services	Logicworks	CGI
Provide the requisite licensing information for all CGI-owned Applications, including all Applications for which CGI has independently obtained use or ownership rights		x
Install each Application on a minimum of two servers	x	
Assist CGI in configuring Managed Services, including data replication between servers	x	
Specify, in writing, all custom failover procedures that Logicworks will follow if a component of High Availability Hardware fails		x
Upon written request, assist CGI in configuring automated failover procedures for Managed Services which are capable of automatic failover	x	
Upon written request, assist CGI in developing manual failover procedures where Managed Services do not have the capacity for an automatic failover	x	
Test written failover procedures for all High Availability Hardware and all Virtual Servers, except for shared devices, prior going live (making CGI Applications available to end users)		x
Notify Logicworks of any changes made to the Configuration (e.g., the addition of a new partition on a storage server or a new database on a database server)		x
Test written failover procedures immediately after any changes are made to the Configuration		x
Notify Logicworks in writing of any changes in the architecture of CGI's Configuration that may impact high-availability or monitoring & response (e.g., changing the Servers on which an Applications runs or integrating an additional Server into the active hosting architecture) within 24 hours of making that change		x

Managed Template Service	Logicworks	CGI
Provide an initial Virtual Server OS template that is eligible for management	x	
Modify Virtual Server template for integration into CGI's Managed Services where applicable (e.g. managed database services)	x	
Modify Virtual Server launched from an eligible template to work with CGI Application and Content		x
Create template of Virtual Server that has been customized by CGI upon receiving notification from CGI by email or through LogicOps	x	
Apply critical security updates (e.g., patches addressing vulnerabilities that allow remote root or Administrator exploits) to CGI's most current version of	x	

Facilities	Logicworks	CGI
a Virtual Server Template through announced maintenance		
Apply quarterly critical security patches to CGI's most current version of a Virtual Server Template through planned maintenance with forty-eight (48) hours' notice	x	
Notify Logicworks of the need to create a new or modified Virtual Server template that incorporates any changes made by CGI		x
Arrange and conduct testing of each new or modified Virtual Server template with Logicworks to ensure correct functioning upon deployment		x
Deploy production Virtual Servers from tested Virtual Server templates as planned maintenance to be scheduled no less than 24 hours in advance	x	
Store Virtual Server Templates for deployment	x	
Specify number of versions of each Virtual Server template to be stored (Unless otherwise notified in writing, Logicworks will only store two prior versions		x
Notify Logicworks through LogicOps of any change in CGI's login password(s) and orally provide the new password to Logicworks		x
Notify Logicworks by email or through LogicOps of the existence of any external dependencies on API keys		x

2. CLOUD INFRASTRUCTURE. The following responsibilities in this Section 2 of the Responsibility Matrix apply exclusively to the Cloud Services.

Facilities	Logicworks	CGI
Provide Power, backup power, HVAC, 24x7 physical security, video surveillance, biometrics and fire suppression	x	
Provide Internet access via multiple upstream providers with BGP	x	

Infrastructure and Support	Logicworks	CGI
Execute upgrades and maintenance to the Infrastructure	x	
Provide 24x7x365 availability of Infrastructure, excluding maintenance windows	x	
Monitor compute node and storage layer health	x	
Notify CGI of maintenance that may result in unavailability of the Infrastructure or Cloud Servers on a specific compute node	x	
Confirm that high availability failovers execute properly in the event of isolated compute node failures	x	
Provide online support through Logicworks' Cloud Services Website, including documentation and forums	x	

3. UNMANAGED VIRTUAL SERVERS. The responsibilities in this Section 3 of the Responsibility Matrix apply exclusively to Cloud Services and to all other Virtual Servers that are not specified as managed in a separate Master Service Agreement signed by us.

Security	Logicworks	CGI
Follow generally accepted practices for network security and server administration		x
Apply critical security updates for applications and operating systems on virtual machines		x

Virtual Machines and CGI Content	Logicworks	CGI
Ensure that necessary services start automatically upon a server reboot		x
Configure and manage backups and restoration of Virtual Machines through snapshots and/or create and maintain a current backup copy of all configurations and content outside of the Cloud Services		x
Configure and manage snapshots and utilize them for redeployment and restoration as necessary		x
Provide the requisite licensing information for all CGI-owned Applications, including all Applications for which CGI has independently obtained use or ownership rights		x
Develop, maintain and support all CGI Applications and Content		x

Exhibit E – Microsoft® Software Addendum

This document concerns CGI's ("you" or "your") use of Microsoft software, which includes computer software provided to you by Logicworks Corporation ("Logicworks") as described below, and may include associated media, printed materials, and "online" or electronic documentation (individually and collectively "Software Products"). Logicworks does not own the Software Products and the use thereof is subject to certain rights and limitations of which Logicworks needs to inform you. Your right to use the Software Products is subject to the Letter Agreement, and to your understanding of, compliance with and consent to the following terms and conditions, which Logicworks does not have authority to vary, alter or amend.

1. DEFINITIONS.
(a) "Client Software" means software that allows a Device to access or utilize the services or functionality provided by the Server Software.
(b) "Device" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone,' or other electronic device.
(c) "Server Software" means software that provides services or functionality on a computer acting as a server.

2. OWNERSHIP OF SOFTWARE PRODUCTS. The Software Products are licensed to Logicworks from an affiliate of Microsoft Corporation ("Microsoft"). All title and intellectual property rights in and to the Software Products (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Software Products) are owned by Microsoft or its suppliers. The Software Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Software Products does not transfer any ownership of the Software Products or any intellectual property rights to you.

3. USE OF CLIENT SOFTWARE. You may use the Client Software installed on your Devices by Logicworks only in accordance with the instructions, and only in connection with the services, provided to you by Logicworks. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End User License Agreement which may be presented in electronic form during your use of the Client Software.

4. COPIES. You may not make any copies of the Software Products; provided, however, that you may make one (1) copy of Client Software on your Device as expressly authorized by Logicworks.

5. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the Software Products, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity.

6. NO RENTAL. You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Software Products to any third party, and you may not permit any third party to have access to and/or use the functionality of the Software Products.

7. TERMINATION. Without prejudice to any other rights, Logicworks may terminate your rights to use the Software Products if you fail to comply with these terms and conditions. In the event of termination or cancellation, you must stop using and/or accessing the Software Products, and destroy all copies of the Software Products and all of its component parts.

8. NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT. ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY LOGICWORKS AND NOT BY MICROSOFT OR ITS AFFILIATES OR SUBSIDIARIES.

9. PRODUCT SUPPORT. Any product support for the Software Products is provided to you by Logicworks and is not provided by Microsoft or its affiliates or subsidiaries.

10. NOT FAULT TOLERANT. THE SOFTWARE PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

11. EXPORT RESTRICTIONS. The Software Products are of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and national laws that apply to the Software Products, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see http://www.microsoft.com/exporting/.

12. LIABILITY FOR BREACH. In addition to any liability you may have to Logicworks, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

Exhibit F – Logicworks Technical Policies

Operating Systems

- Currently, Windows support is limited to Windows 2003 and later.
- Currently, Linux support is restricted to Red Hat Enterprise Linux 4.0 and later.
- New hardware may require most recent versions of vendor operating systems due to hardware/driver support.
- While clients may choose to schedule the deployment of Operating System Vendor patches, those patches must be applied in a commercially reasonable time frame.
- Logicworks will not support deprecated hardware and software (e.g., hardware and software that is no longer supported by its manufacturer, declared by its manufacturer to be "end of life"). Logicworks will not be liable for any loss or damage arising from CGI's use of deprecated hardware or software in connection with the Interim Hosting Services.
-

Storage

- System disks are either software mirrored RAID 1 or SSD (solid-state drive).
- Due to extended array rebuild times and the potential for failure of a second disk during rebuilds, Logicworks supports RAID 1 and RAID 10 only for storage subsystems.
- SATA disks are not supported for I/O intensive production servers. Only SCSI or SAS are supported for I/O intensive applications.
- Each server, storage array, or partition (if applicable) shall have adequate space for all data files, log files, and backups, and CGI must maintain adequate disk space for projected ninety (90) day growth so as to not exceed a threshold of 85% total disk usage.
- Arrays must contain a hot spare per LUN.
- Custom partitioning schemes are subject to Logicworks™ Senior Engineering approval.

Security & Administration

- CGI must communicate any changes of a given server's role to Logicworks (e.g., installing a database management system on a Web server).
- Passwords must conform to generally-accepted best security practices, i.e., must include non-alphanumeric characters, cannot be easily-guessable, and must be greater than 8 characters.
- CGI is prohibited from modifying server configuration in any way that prevents the server from rebooting cleanly and/or requiring manual intervention on startup or the application from restarting on reboot without manual intervention.
- Logicworks has sole authority of server naming for administrative purposes.

- If root or Administrator passwords, for Linux and Windows respectively, are changed, the new passwords must be communicated to Logicworks immediately.
- No passwords should be sent via email. If passwords are sent via email, they will need to be changed immediately.
- CGI is prohibited from accessing Websites that are likely to contain malicious code from its servers, and are generally discouraged from accessing the Internet from their servers.
- If CGI intends to use centralized configuration deployment (e.g., Puppet, cfengine), it must consult with Logicworks Senior Engineering before doing so.
- CGI may not disable or alter system settings that may affect monitoring, failover, or administration (e.g., ucarp, syslog, cron, sendmail, snmpd for Linux; syslog agent, snmp service, wmi service, windows firewall, remote registry for Windows).

Network

- Any changes to network configuration are subject to Senior Engineering approval.
- CGI SNMP access to devices is limited to read-only access to devices on which client has shared administrative access.
- Administrative access to servers must be available on standard ports and allowed from Logicworks administrative networks.
- All administrative access (SSH, Remote Desktop, FTP, etc.) must be restricted by IP address, or accessed via VPN.
- While Logicworks will communicate to its Internet transit providers any observed upstream peering congestion or flapping issues, Logicworks will not be held liable for the performance of providers of which it is not a direct customer.
- All features available in an IOS image feature set (or similar) may not be supported if an alternate feature providing the same functionality is available. Changes to currently unsupported features are subject to Logicworks Senior Engineering approval.

Backup and Recovery

- CGI must specify per-server allocation of committed backup space.
- CGI must maintain adequate space per server to accommodate at least two (2) restore points.
- Database backups must be written to the local file system first, prior to being copied off-server, regardless of whether database backups are being performed by a custom agent.
- Logicworks cannot exclude individual files or directories from backups, only partitions.
- Logicworks will adjust the number of restore points to conform to the available space allocated to each server.

High-Availability

- All failover scenarios are subject to testing, coordinated by CGI and Logicworks within Logicworks' normal business hours. Testing must be performed post-turnover and prior to going live (i.e., making the Application available to end users).
- Web servers and application servers which are dependent on high-availability services need to be configured by CGI in accordance with Logicworks' recommended practices.
- CGI is responsible for providing the appropriate parameters (e.g., thresholds, failover conditions, timeouts, etc. set high enough to not cause false failovers) for high availability configurations.
- CGI may not disable or alter system settings that may affect monitoring, failover, or administration (e.g., ucarp, syslog, cron, sendmail, snmpd for Linux; syslog agent, snmp service, wmi, database mirroring, clustering, log shipping, recurring jobs configured by Logicworks for Windows). CGI may not alter anything that may affect high availability services without consulting with Logicworks Senior Engineering in advance.

Managed Application Services

- Servers for managed application services are single-purpose.
- CGI is only provided limited access to managed application servers.
- CGI should only connect to, or have applications connect to, the Virtual IP (VIP) for a managed application, not the server's native IP address.

Managed Database

- CGI is required to maintain a replica (a standby or secondary) server, whose computing power must be equal to the computing power of the primary server or Group that is not dependent on the block device or storage subsystem of the primary database server.
- Replica database servers must be used only for reads when not being used as the live database in a fail-over scenario.
- If replica database servers are used for reporting, enough resources must remain available for the use of the replica server during a fail-over scenario to not be impacted. CGI acknowledges that additional users of replica server may impact performance during failover use.
- CGI shall be required to provide and maintain, in writing, documentation concerning requested failover procedures.
- CGI may be required to maintain separate block devices for log files, data and backups, subject to the direction of Logicworks Senior Engineering.
- Database backups must be written to the local file system first, prior to being copied off-server, regardless of whether database backups are being performed by a custom agent.
- CGI must maintain sufficient storage space for 2 local copies of database backups.

- CGI must notify Logicworks if and when it is performing manual database failovers.
- CGI must notify Logicworks of the creation of additional databases as those additions may affect high-availability, backups, or replication (SQL Server only).

Hourly Billable Services

- Services that are billable by the hour must be scheduled in advance.
- Logicworks is entitled to bill for services to repair servers or applications necessitated by CGI's actions (not including restores).
- Logicworks is entitled to bill for application configuration beyond standard configurations.
- Logicworks will refer CGI to third-parties for services that it does not perform.
- Logicworks will not perform hourly services on a monthly recurring basis.
- Hourly billable services are provided as-is and as specified at time of scheduling. Further configuration not included in original scope may be subject to additional fees.

LOGICWORKS® MASTER SERVICE AGREEMENT

This Master Service Agreement (the "**MSA**") is entered into between LOGICWORKS SYSTEMS CORPORATION ("**Logicworks**"), a Delaware corporation, with its principle address at 155 Avenue of the Americas, Fifth Floor, New York, NY 10013 and the following client ("**Client**" or "**CGI**"):

FULL LEGAL NAME:	CGI Technologies and Solutions Inc.
STATE OF FORMATION:	Delaware
TYPE OF ENTITY:	Corporation
EMAIL ADDRESS:	Patrick.Colacicco@cgi.com
MAILING ADDRESS:	11325 Random Hills Road, 7th Floor, Fairfax, VA 22030
CONTACT PERSON:	Patrick Colacicco, Vice President

Logicworks and Client are also referred to in this Agreement individually as a "**party**" and collectively as the "**parties**".

WHEREAS, **The University of Massachusetts Medical School** (the "University"), has entered into an agreement with CGI for the purpose of implementing and hosting the Massachusetts Health Insurance Exchange (the "**Prime Contract**"); and

WHEREAS, CGI desires to subcontract to Logicworks the hosting services it has agreed to provide to the University on behalf of the HIX/IES Entities under the Prime Contract.

NOW, THEREFORE, CGI agrees to obtain and Logicworks agrees to provide to CGI the services outlined in one or more Service Orders in accordance with the following terms and conditions:

1.   THE AGREEMENT; EFFECTIVE DATE. The following documents are attached as Exhibits to this MSA and incorporated herein by reference:

(a)   Exhibit A - Service Orders;
(b)   Exhibit B - Prime Contract Flow Down Terms;
(c)   Exhibit C - Service Level Agreement ("SLA");
(d)   Exhibit D - Responsibility Matrix;
(e)   Exhibit E - Acceptable Use Policy;
(f)   Exhibit F - Technical Policies;
(g)   Exhibit G - Microsoft Addendum; and
(h)   Exhibit H - RFR.

The foregoing documents, collectively, constitute the entire agreement between the parties (the "**Agreement**" or "**Contract**"). This MSA is effective as of December 21, 2012 (the "**Effective Date**").

2.   SERVICE ORDERS. The Services (as defined in Section 3) provided by Logicworks and the related fees for those Services will be set forth on a service order ("**Service Order**" or "**SO**"). Service Orders are issued by Logicworks and are not subject to amendment except as provided below in Section 19 (Upgrades).

3.   SERVICES. Logicworks shall provide to Client the hardware, software, operating systems, networking equipment, bandwidth, and other products and services described in an SO (collectively, the "**Services**" or "**Hosting Services**"). Services include all Managed Services described below in Section 10 and all Unmanaged Services described below in Section 11. Logicworks may also perform technical services not listed in an SO ("**Additional**

Services"). Additional Services are billed in one-hour increments. The scope and hourly cost of Additional Services must be agreed to in advance in writing.

4.   COMMENCEMENT. Unless otherwise agreed in writing, Services will commence when Logicworks provides Client with access to the Configuration, or when Logicworks informs Client by email that its Configuration is accessible over the Internet and that its password(s) are available (the "Commencement Date"). Initial billing for Services will be on a on a pro rata basis. The Commencement Date for the items designated as *priority*on the Service Orders shall be no later than 18 business days from the Effective Date.

5.   TERM. Each component of the Services will begin on its Commencement Date and continue for a committed term through **September 30, 2014** (the "Committed Term") at the monthly rate set forth in the initial Service Order (the "Recurring Fee"). Logicworks and Client may agree to a new Committed Term in a subsequent Service Order. In the event any of the HIX/IES Entities desire to continue the Hosting Services beyond the Committed Term, Client shall notify Logicworks at least eighty (80) days prior to the end of the Committed Term of its intent to continue the Hosting Services beyond the Committed Term. Logicworks and Client shall promptly meet to discuss in good faith a mutually agreed renewal period, subject to terms and conditions substantially similar to those set forth in this Agreement, inclusive of applicable prime contract flow-down terms.

6.   FEES AND PAYMENT. Client agrees to pay all fees under this Agreement as expressly set out in the Service Order. Recurring Fees will begin to accrue on the Effective Date and are invoiced at or around the beginning of each month. All fees will be included on Logicworks' monthly invoices, and some fees, such as excess usage fees will be invoiced in arrears. Invoices may be delivered (i) electronically by email to subcontractors.ss.crp@cgi.com or (ii) by overnight carrier or postal service to CGI Shared Services Accounts Payable, 1350 Rene-Levesque Blvd. W., 15th floor, Montreal, QC H3G 1T4. Invoices must include the applicable CGI contract reference number issued through CGI's eProcurement system. Client shall pay each invoice in U.S. dollars within forty-five (45) days from the date the invoice is received (the "Invoice Date") without setoff, deduction, or delay, except for fees that are disputed by Client in good faith within forty-five days of their Invoice Date and pending Service Credits. Each invoice shall be paid either by wire transfer or by check drawn on a U.S. bank. All fees not objected to in writing within forty-five days from their Invoice Date will be deemed accurate. Recurring Fees will accrue during a suspension for non-payment or any other reason. It is the sole responsibility of Client to provide accurate billing contact information and to notify Logicworks of any changes to its billing contact information in accordance with Section 34 below.

7.   TAXES. The University is exempt from federal excise, state, and local taxes; therefore, sales by Client to the University are exempt from Massachusetts sales and use taxes. If the University should become subject to any such taxes during the term of this Agreement, and that affects Logicworks' tax liability under this Agreement, Client shall reimburse Logicworks for any cost or expense incurred. Any other taxes imposed on Logicworks on account of this Agreement shall be borne solely by Logicworks. In no event will Client be responsible for any taxes on Logicworks' income. In no event will Logicworks be responsible for withholding any sales tax for the sales to CGI. CGI has provided a duly executed form ST-5 (Sales Tax Exempt Purchaser Certificate) to Logicworks. Notwithstanding the foregoing, should any of the sales be taxable sales, then the parties shall promptly meet to address the corresponding impact.

8.   CONFIGURATION. Client is solely responsible for determining whether the Configuration (as defined in Section 43(c) below) is suitable, and whether it meets and will continue to meet its capacity, performance and scalability needs. Client is also responsible for the results of implementing any recommendations made by Logicworks regarding its individual use of the Configuration. Client is responsible for requesting all required upgrades and modifications to the Configuration, including those required to address one or any combination of the following: (A) a spike or change in system resource utilization; (B) processing requirements; (C) storage requirements; or (D) hardware and software deprecation. Logicworks may request Client to extend its Committed Term as provided in Section 19 (Upgrades) below when any upgrades are made to its Configuration in order to reduce the price charged to Client for additional Services that are added without a term commitment. So that CGI may make the determinations stated in this section, Logicworks shall promptly notify CGI when it receives an alert regarding a spike in usage, storage being close to capacity, or another alert that was configured and tested jointly by the parties. Such notice will be sent via

phone and may also be sent to Client either through LogicOps or by sending an email to john.martin@cgi.com with a copy to monica.parker@cgi.com, or other email address as Client may later identify to LogicWorks.

9. CONTENT. Client is solely responsible for the selection, compatibility, licensing, accuracy, performance, maintenance, and support of all information, software, and data, including any hypertext markup language files, scripts, programs, software, applications, recordings, sound, music, graphics, images, applets or servlets that Client or its subcontractors or end users create, install, upload or transfer on, from or through the Configuration ("**Content**").

10. MANAGED SERVICES. Logicworks offers managed services for database clustering and replication, storage, virtualization, and Virtual Server Templates in accordance with the applicable sections of the Responsibility Matrix (each, a "**Managed Service**"). Fees for Managed Services are stated in the Service Order. Client is responsible for providing Logicworks with all information necessary to configure and perform the Managed Services.

(a) LIMITATIONS. Managed Services are only available for applications deployed on redundant Hosting Equipment and on at least two Servers, where each Server has an equivalent configuration and is capable of independently running the Application. If an Application is on two Servers that share a common block device (only one node has write access to the device at a given time), Logicworks may require Client to use an additional Server that does not share dependencies with the first and second Servers. Client is responsible for determining whether manual failover procedures are required and, if so, Client shall work with Logicworks to document them. If Client's Configuration is capable of failing over from one geographically distinct Datacenter Facility to another, Client acknowledges that: **(1)** the rate of transfer between Datacenter Facilities is affected not only by its Configuration and Content, but also by external factors, such as latency and bandwidth availability; and **(2)** any Content that has not completed the transfer between Datacenter Facilities will be lost in a failover.

11. UNMANAGED SERVICES. "**Unmanaged Services**" are Services and Additional Services used by Client in connection with any Server on Logicworks' dedicated or shared cloud infrastructure that is not managed. No Server is managed unless it is identified and expressly deemed to be managed on a Service Order. No Virtual Server deployed on a managed physical Server or on Logicworks' shared cloud infrastructure will be managed, except if that Virtual Server is identified and expressly deemed to be managed on a Service Order. Client is solely responsible for its use of all Unmanaged Services in accordance with Section 3 (Unmanaged Virtual Servers) of the Responsibility Matrix. Logicworks may elect to provide Professional Services in accordance with Section 12 (Professional Services) to assist Client with Unmanaged Services. Unmanaged Services may require Professional Services to be migrated to Managed Services. The Service Level Agreement set forth below in Section 18 (Service Level Agreement) does not apply to Unmanaged Services.

12. PROFESSIONAL SERVICES. Logicworks may provide engineering services that are requested by Client in writing ("**Professional Services**") as Additional Services (as defined above in Section 3 (Services)). Logicworks will provide client with advance notice of the applicable hourly rate, which may vary according to the Professional Services provided. Client may request a Service order in writing prior to the commencement of work, or Client's Service Delivery Manager, or his/her designee may approve Professional Services to be performed via email. Any estimates provided by Logicworks regarding Professional Services, including those relating to costs, results, work hours, or commencement or completion dates, are non-binding estimates that are subject to change at any time; provided that Logicworks gives notice to CGI before the estimate is reached and subject to further approval by Client. If fees for Professional Services exceed the pre-approved amount, Logicworks may suspend work until a sufficient amount of fees is approved by CGI. Client may terminate or amend Professional Services at any time by sending a written notice to Logicworks, provided that Client shall pay all fees incurred for Client authorized Professional Services prior to Logicworks' receipt of Client's notice.

13. BACKUPS. Logicworks will schedule nightly data backups of Client's Servers to a primary backup server. Data on the primary backup server will be replicated to a secondary backup server off-site. The aggregate

amount of available backup storage, as specified by Client, will be set forth in a Service Order. Logicworks will adjust the number of restore points to the maximum amount of restore points that can be made using the aggregate amount of available backup storage. Client shall purchase sufficient backup storage to accommodate at least two restore points and shall purchase additional storage as required to maintain that capacity. Logicworks may also require Client to dump a database to a local file system prior to backup. Client acknowledges that Logicworks is not responsible for backing up open files. Client may independently create and maintain on its own premises a current backup copy of all Content stored on the Servers. Clients with Dedicated Backup Servers, defined as servers specifically used for backing up Client data, are responsible for purchasing additional Dedicated Backup Servers at alternate Logicworks Datacenter Facilities and configuring replication in order to achieve off-site backups.

14. THIRD-PARTY PRODUCTS. As expressly agreed in a Service Order or Supplemental Addendum, Logicworks may provide Client with access to third-party software, operating systems, services, goods, and other products (each, a "**Third Party Product**") through reseller relationships Logicworks has established with third-party vendors, and/or Logicworks may provide support to Client relating to those Third-Party Products. **LOGICWORKS MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER REGARDING ANY THIRD-PARTY PRODUCT OR RELATED SUPPORT SERVICES AND, AS BETWEEN LOGICWORKS AND CLIENT, SUCH PRODUCTS AND RELATED SUPPORT SERVICES ARE PROVIDED "AS IS."** Client's use of any Third-Party Product is governed by the terms of any license or other agreement between Client and the third party. In some cases, Logicworks may also require Client to agree to a Service Addendum that sets forth specific terms and conditions for a Third-Party Product prior to providing access to such Third-Party Product. Any such Service Addendum shall be provided to Client for review prior to the deployment of any such Third Party Product. Client may elect to accept the Service Addendum, negotiate directly with the Third Party Product's licensor (if possible) or decline to use such Third-Party Product. In the event that the Client declines to use such Third-Party Product, or the parties cannot reach agreement on such additional terms and conditions, the impact of such will be **negotiated by the parties** in good faith. Logicworks is not obligated to provide support for, and is not liable for the results of, any third-party software, operating system, service, good, or other product that Client does not procure from or through Logicworks.

15. **SOFTWARE. Logicworks will, only upon prior written authorization from Client, provide Client with access to certain software products as part of the Services.** LOGICWORKS MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER REGARDING ANY SOFTWARE PRODUCT OR RELATED SUPPORT SERVICES PROVIDED BY LOGICWORKS AND, AS BETWEEN LOGICWORKS AND CLIENT, SUCH PRODUCTS AND RELATED SUPPORT SERVICES ARE PROVIDED "AS IS." Client is not granted any title or intellectual property rights in and to any software provided by Logicworks, and Client shall use the software provided by Logicworks solely in connection with the Services as permitted under this Agreement. Client's knowing acceptance of or use of software provided by Logicworks and expressly stated on a Service Order is deemed to be an acceptance by Client of the license or other agreement that governs the use of that software. Client shall not: (A) copy any software; (B) remove, modify, or obscure any copyright, trademark or other proprietary rights notices that appear on any software or appear during its use; (C) reverse engineer, decompile or disassemble any software; or (D) attempt to discover and/or reuse any Logicworks' license key or licensing data. In addition to the other terms in this Agreement, Client's use of any Microsoft® product is governed by the terms and conditions of the Microsoft Addendum located Exhibit G hereto. If Client uses any software on the Configuration that is not provided by Logicworks, Client shall provide Logicworks with copies of consents and licenses required for both parties to legally access and use that software without infringing any ownership or intellectual property rights. Upon request, Client shall provide to Logicworks evidence that both parties may legally use and access any software not provided by Logicworks without infringing any ownership or intellectual property rights. Logicworks will immediately notify Client if it determines that the required consents or licenses are not provided by Client and Client's failure to provide such shall relieve Logicworks of any obligations under this Agreement that are adversely affected by Client's failure to obtain any required consents or licenses, or to promptly furnish to Logicworks evidence it has obtained those consents or licenses.

16. COLOCATION. Pursuant to a Service Order, Client may colocate devices (including VPN, IDS, search devices, etc.), or devices included as part of a Sublease Addendum, in a Datacenter Facility. Client may not colocate any hardware provided by Logicworks as a part of the Services. Logicworks will only be required to physically install

colocated devices in its Datacenter Facilities which includes racking, power, connection to the applicable HIX/IES System networking components, bandwidth and remote hands support of Collocated Devices in both the Data Center and Hot Site;. Logicworks is not liable for missed Service Metrics, errors, breaches of security or service interruptions caused by colocated devices. Logicworks' support for colocated devices is limited to device reboot upon Client request. Client acknowledges that: **(A)** Logicworks' insurance does not extend to colocated devices; **(B)** Client does not have physical access to colocated devices; **(C)** Client shall procure a replacement for colocated devices that fail; **(D)** Client's use of colocated devices may require Logicworks to provide Additional Services, which will be mutually agreed to in writing pursuant to a Service Order, except in emergency situations; **(E)** Logicworks may require Client to colocate all devices in pairs for redundancy and to minimize Downtime in the event of device failure; **(F)** Client has not been granted any real property interest in the Datacenter Facilities and Client has no right as a tenant or otherwise under any real property or landlord/tenant laws, regulations or ordinances.

17.   MAINTENANCE. "**Maintenance**" means modifications, upgrades, patching or repairs made to the Configuration or Datacenter Facilities, or the relocation of Client's Servers within or between Datacenter Facilities. Logicworks may perform Maintenance during the Scheduled Maintenance period defined in the SLA (a "**Maintenance Window**"), or at any time scheduled by the parties. Notwithstanding the foregoing, Logicworks may perform Emergency Maintenance, which is Maintenance that is required to maintain the security or performance of the Configuration, Datacenter Facilities, or Logicworks' network, at any time, as needed, upon prior written notice to Client, or if prior written notice is not practicable under the circumstances, as soon thereafter as it can reasonably be provided. All or part of the Services may be unavailable while Maintenance or Emergency Maintenance is performed. Logicworks will use best efforts, with equitable consideration to its other clients, to ensure that Maintenance and Emergency Maintenance is completed in as little time as possible. Logicworks has the right to install critical patches (e.g., patches that address security vulnerabilities), regardless of whether those critical patches interfere with the Services or any Content. Logicworks will coordinate with Client for the application of all patches as they are released by vendors, and Client may not unreasonably withhold its approval of any noncritical patch. Logicworks will not be liable for any security upgrade or any patch refused by Client, and, if Client permits Logicworks to apply a patch, Logicworks will not be liable for the implementation of any security upgrade or patch that is properly applied but that does not perform as reported.

18.   [Intentionally Omitted]

19.   UPGRADES. Subject to Client's commitment to pay the Recurring Fee for the entire Committed Term, Client may request an upgrade to the Configuration. The terms of any Client request for an upgrade will not become part of this Agreement unless the parties incorporate them into an SO. Logicworks will not be required to make any upgrade unless it is set forth in an SO issued by Logicworks and signed by Client. Client acknowledges that an upgrade purchased without a term commitment will result in a significantly higher monthly and setup fee..

20.   AMENDMENTS. Except as provided in this Section, no amendment to this Agreement will be effective unless it is in writing and signed by the parties.

(a)   LOGICWORKS AMENDMENTS. On no less than sixty days' advance notice to Client, Logicworks may request to: **(1)** amend the AUP to include reasonable restrictions on the Services that are consistent with industry standards; **(2)** amend the Responsibility Matrix to allocate new responsibilities between the parties; **(3)** amend the Technical Policies to address reliability, availability or security issues relating to hardware or software specifications. No Technical Policy amendment will affect the Recurring Fee during the Committed Term. . No amendment by Logicworks pursuant to this Section 20 will apply retroactively before its effective date or until signed by Client's authorized representative.

(b)   CLIENT OBJECTIONS. Client may terminate this Agreement before the end of the Committed Term without liability for the Early Termination Fee in accordance with Section 24(b) (Termination By Client) below if: **(1)** an amendment to the AUP, Responsibility Matrix or Technical Policies has a material adverse effect on Client; **(2)** Logicworks receives a notice from Client that reasonably identifies each material adverse

effect thirty days after receipt of such amendment; and **(3)** Logicworks does not exempt Client from the amendment before its effective date.

21.　　SECURITY; FEES FOR UNAUTHORIZED USE AND EXCESS BANDWIDTH. Client shall implement security measures that are commercially reasonable for its use of the Services. Client is responsible for maintaining the secrecy of all information required to access the Services (e.g., passwords and user names). Client shall encrypt any Personally Identifiable Information transmitted to or from, or stored on, Logicworks' Servers or storage devices. Client shall pay Logicworks for all Services accessed through its account, including all fees resulting from unauthorized use, except where the unauthorized use results from Logicworks' breach of this Agreement. Logicworks will measure bandwidth usage at the public Ethernet ports on Client's firewalls. Bandwidth calculated using the 95th percentile method will be billed to the nearest Mbps. An SO may specify the amount of bandwidth included in the Recurring Fee or the amount of bandwidth that will be billed at a committed rate ("**Bandwidth Commitment**"). Client shall pay Logicworks for inbound and outbound bandwidth usage that exceeds the Bandwidth Commitment ("**Excess Bandwidth**") at the Excess Bandwidth rate identified in an SO. If a committed rate is not identified in an SO, Excess Bandwidth will be billed at Logicworks' then-current rate. Bandwidth usage will reset at the end of each calendar month. Logicworks shall immediately notify CGI of an unauthorized access alert that is generated by its monitoring tools either through LogicOps or by sending an email to Client's Service Delivery Manager or their designee.

22.　　[Intentionally Deleted]

23.　　SUSPENSION. Logicworks may immediately, upon written notice to Client's Service Delivery Manager , accompanied by a reasonable, detailed explanation, suspend the Services without liability if **(A)** Logicworks reasonably believes that Client's use of the Services violates applicable law; **(B)** Logicworks is required to suspend Client's Services by a law enforcement agency, government agency, or court order; or **(C)** activity on Client's Servers, such as a denial of service attack or unauthorized access, poses a threat to the integrity of Logicworks' network or Logicworks' other clients. . Services may not be available in whole or in part during a suspension. Notwithstanding the foregoing, Contractor shall use best efforts to the extent practical, (i) to deploy a practical workaround in lieu of suspension, (ii) to inform the HIX/IES Entities' Senior Operations Manager and Contracts Manager via telephone prior to any such suspension and (iii) to resume operation as soon as possible thereafter.

24.　　TERMINATION. Termination by either party for any reason will not relieve Client of its obligation to pay all fees incurred prior to and including the date of termination.

　　　(a)　　[Intentionally Removed]

　　　(b)　　TERMINATION BY CLIENT. Client shall pay the Early Termination Fee defined below in Section (c) (Early Termination Fee) if it terminates this Agreement before the end of the Committed Term, except as follows: **(1)** if Logicworks materially breaches any provision of this Agreement and fails to cure that breach within thirty days (3 days for breach of the Data Management Agreement in Attachment C of Exhibit B) of receiving a notice from Client that reasonably identifies the breach; or **(2)** non-availability of funds from the University due to non-appropriations per the Prime Contract Flow-Downs hereto; **(3)** termination of the Prime Contract by the University of Massachusetts for cause; or **(4)** termination of the hosting component of the Prime Contract by the University of Massachusetts for cause

　　　(c)　　EARLY TERMINATION FEE. Except as stated in Section 23(b) above, CGI shall pay Logicworks an additional termination fee to cover the liquidated/stranded costs incurred by Logicworks ("Early Termination Fee") if CGI terminates the Services or the Agreement in its entirety before the end of the Committed Term. The Early Termination Fee shall be calculated as follows:

　　　　　(i)　　If the Hosting Services are terminated for convenience within the first 12 months of the Hosting Term, CGI shall pay LogicWorks an amount equal to twelve (12) times the then-current monthly Hosting Fee.

(ii)   If the Hosting Services are terminated for convenience after the first 12 months of the Hosting Term, CGI shall pay LogicWorks an amount equal to the then-current monthly Hosting Fee multiplied by the number of months remaining in the Hosting Term at the time of such termination.

25.   RETURN OF CONTENT AND COLOCATED DEVICES; EFFECT OF TERMINATION; SURVIVAL.

(a)   RETURN SHIPMENTS. Subject to Logicworks' receipt of written shipment instructions from Client, Logicworks shall ship Content and colocated devices to Client. All Content must be encrypted by Client while in motion and at rest and Client shall not provide the encryption key to Logicworks. Client shall not instruct Logicworks to ship any Content that is not encrypted. Client is solely responsible for ensuring that all Content is encrypted prior to shipment; Logicworks will not examine Content prior to shipment to ensure that it has been encrypted. Shipment of all Content and colocated devices is at the sole expense and risk of Client unless Logicworks fails to follow Client's reasonable written shipment instructions. Provided Logicworks follows Client's written instructions regarding the shipment of the Content or colocated devices, Logicworks shall have no liability to Client for any data breach or other Security Incident arising from or relating to the such shipment of any Content or colocated device, except if caused by Logicworks' gross negligence or Intentional Misconduct.

(b)   TERMINATION. Effective immediately upon the termination of this Agreement, the Services will no longer be available. Upon termination, Logicworks will return all data or Content and Colocated Devices to Client and, decommission the Hosting Equipment and upon Client confirmation, permanently erase all Content stored on such Hosting Equipment. Logicworks shall not retain any copies of Content in any form except as required by the Data Management Agreement. The obligations in the Data Management Agreement shall survive the termination or expiration of the Agreement and continue until such time as the Content is returned to Client or destroyed. If any Content is to be retained by Logicworks after termination, Logicworks may either remove the hard disks specified by Client from the Configuration or copy the Content on those disks to portable storage media. Client shall ensure that all Content remains encrypted at all times. Notwithstanding the foregoing, in no event will Logicworks be required to keep the Services or any Content accessible over the Internet after termination. Client agrees to pay Logicworks' reasonable fees for Services and Additional Services provided under this Section 25(b) and for all reasonable costs, including the cost of storage media and hard disks that are being sent to Client. All terms of this Agreement that should by their nature survive termination will survive, including, Sections 1 (The Agreement; Effective Date), 6 (Fees and Payment), 7 (Taxes), 21 (Security; Excess Usage; Unauthorized Fees), 24 (Termination), 26 (Warranties; Disclaimers), 27 (Limitation of Damages), 28 (Indemnification), 30 (Governing Law; Venue; Jurisdiction), 35 (Representations; No Changes), 36 (Neutral Interpretation), 37 (Force Majeure), 38 (Confidentiality), 39 (Non-Solicitation), 43 (Definitions), 44 (Miscellaneous) and 45 (Scope of Agreement; Entire Agreement).

26.   WARRANTIES; DISCLAIMERS. EXCEPT AS EXPRESSLY REQUIRED BY LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER, THE PARTIES AGREE TO THE FOLLOWING:

(a)   LOGICWORKS WILL PROVIDE THE SERVICES AND ADDITIONAL SERVICES, IF ANY, IN A WORKMANLIKE AND PROFESSIONAL MANNER. EXCEPT AS PROVIDED IN THE PREVIOUS SENTENCE, ALL GOODS AND SERVICES ARE PROVIDED "AS-IS". LOGICWORKS AND ITS SERVICE SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CLIENT IS SOLELY RESPONSIBLE FOR THE SUITABILITY OF ALL GOODS AND SERVICES CHOSEN AND FOR DETERMINING WHETHER THEY MEET ITS CAPACITY, PERFORMANCE AND SCALABILITY NEEDS.

(b)   NEITHER LOGICWORKS NOR ITS SERVICE SUPPLIERS WARRANT THAT THE SERVICES AND ADDITIONAL SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, COMPLETELY SECURE, OR THAT ALL DEFECTS

WILL BE CORRECTED. CLIENT ACKNOWLEDGES THAT LOGICWORKS DOES NOT CONTROL OR MONITOR THE TRANSFER OF DATA OVER TELECOMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT INTERNET ACCESSIBILITY CARRIES WITH IT THE RISK THAT CLIENT'S PRIVACY, CONFIDENTIAL INFORMATION AND PROPERTY MAY BE LOST OR COMPROMISED.

(c)   CLIENT ACKNOWLEDGES THAT LOGICWORKS OFFERS NUMEROUS SECURITY OPTIONS AS PART OF THE SERVICES AND ADDITIONAL SERVICES. CLIENT IS RESPONSIBLE FOR SELECTING ON A SERVICE ORDER THE SECURITY OPTIONS THAT IT DETERMINES MEET CLIENT'S NEEDS. CLIENT AGREES THAT LOGICWORKS SHALL HAVE NO LIABILITY FOR ANY PROVISION OF SECURITY-RELATED SERVICES OR ADVICE THAT LOGICWORKS MAY VOLUNTARILY PROVIDE OUTSIDE THE SCOPE OF THE SERVICE ORDER(S).

(d)   CLIENT'S USE OF ANY SERVICE PROVIDED BY LOGICWORKS THAT IS INTENDED TO COMPLY WITH CERTAIN LAWS, STANDARDS OR REGULATIONS WILL NOT GUARANTEE THAT CLIENT IS IN COMPLIANCE WITH THOSE LAWS, STANDARDS OR REGULATIONS. CLIENT IS ULTIMATELY RESPONSIBLE FOR UNDERSTANDING AND ENSURING THAT ITS BUSINESS OPERATIONS AND ITS USE OF LOGICWORKS' SERVICES COMPLY WITH ALL APPLICABLE LAWS, REGULATORY STANDARDS AND REQUIREMENTS.

27.   LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY REQUIRED BY LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER, THE PARTIES AGREE TO THE FOLLOWING LIMITATIONS ON LIABILITY:

(e)   IF EITHER PARTY SHOULD BECOME ENTITLED TO CLAIM DAMAGES FROM THE OTHER FOR ANY REASON (INCLUDING WITHOUT LIMITATION, FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT CLAIM), THE PARTY SUBJECT TO THE CLAIM WILL BE LIABLE ONLY FOR THE AMOUNT OF THE DAMAGED PARTY'S ACTUAL DAMAGES AND IN NO EVENT WILL SUCH AMOUNT EXCEED IN THE AGGREGATE AN AMOUNT IN EXCESS OF TWELVE TIMES THE RECURRING FEE FOR THE MONTH IMMEDIATELY PRECEDING THE MONTH IN WHICH THE FIRST EVENT GIVING RISE TO THE CLAIM(S) OCCURRED. THIS SECTION 27 SHALL NOT APPLY TO CLAIMS ARISING FROM (I) A BREACH OF CONFIDENTIALITY OR SECURITY REQUIREMENTS SET FORTH IN THE CONTRACT, (II) FAILURE TO COMPLY WITH LAWS APPLICABLE TO CONTRACTOR; (III) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY; OR (IV) THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 28 OF THIS CONTRACT. "GROSS NEGLIGENCE" SHALL MEAN THE INTENTIONAL FAILURE TO PERFORM A MANIFEST DUTY IN RECKLESS DISREGARD OF THE CONSEQUENCES AS AFFECTING THE LIFE OR PROPERTY OF ANOTHER. FEES DUE TO LOGICWORKS, INCLUDING ANY EARLY TERMINATION FEE, ARE NOT INCLUDED IN THE LIMITATION OF LIABILITY TO LOGICWORKS. FOR THE AVOIDANCE OF DOUBT, LOGICWORKS SHALL HAVE NO LIABILITY FOR LOSS OF FEDERAL FINANCIAL PARTICIPATION IN CONNECTION WITH THE HIX/IES PROJECT.

(f)   NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY OR ITS SERVICE SUPPLIERS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY PUNITIVE, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, OR FOR ANY LOST PROFITS, LOST DATA, LOST BUSINESS, LOST REVENUES, DAMAGE TO GOODWILL, LOST OPPORTUNITIES OR LOSS OF ANTICIPATED SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY OF SAME, AND REGARDLESS OF WHETHER THE CLAIMS ARE BASED IN CONTRACT, TORT, STRICT LIABILITY, INFRINGEMENT, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

(g)   NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, IN NO EVENT WILL LOGICWORKS OR ITS SERVICE SUPPLIERS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR UNAUTHORIZED ACCESS (E.G., HACKING OR MALWARE) INTO LOGICWORKS' OR CLIENT'S TRANSMISSION FACILITIES, PREMISES OR EQUIPMENT, OR FOR UNAUTHORIZED ACCESS TO CLIENT'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION, UNLESS THE UNAUTHORIZED ACCESS IS CAUSED BY LOGICWORKS OR ITS NETWORK SERVICE SUPPLIERS', OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR REPRESENTATIVES' GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT (AS DEFINED IN SECTION 43(m) BELOW) OR FAILURE TO PROVIDE THE SERVICES PER THE CONTRACT.

(h)   THE LIMITATIONS SET FORTH IN THIS SECTION 27 SHALL APPLY TO THE FULLEST EXTENT OF THE LAW, NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

(i)   [INTENTIONALLY REMOVED].

28.   INDEMNIFICATION.

(a)   Client shall indemnify, defend and hold Logicworks and its employees, agents, shareholders, officers, directors, successors and assigns harmless from and against any and all claims, damages, liabilities, costs, settlements, penalties and expenses (including attorneys' fees, expert's fees and settlement costs) arising out of or relating to any suit, action, proceeding, arbitration, subpoena, claim or demand brought or asserted by a third party pursuant to any theory of liability against Logicworks arising out of or relating to any one or more of the following: (1) damages caused by equipment owned by Client and located at Logicworks Datacenter Facilities; (2) damages to Logicworks Datacenter Facilities caused by Client or its representatives; or (3) the alleged or actual infringement or misappropriation of any intellectual property right or other proprietary right by Client, or Client's agents or, representatives; (4) a claim for wrongful death, bodily injury, or damage to real or tangible personal property, any pecuniary damages arising there from, and all of the foregoing resulting from, and to the extent caused by, any intentional or negligent acts or omissions of Client, its employees, servants, agents, or subcontractors; or (5) CGI's failure to encrypt Contract Data per Attachment C – Data Management Agreement in Exhibit B Prime Contract Flow Down Terms.

(b)   Logicworks shall indemnify, defend and hold Client and its employees, agents, shareholders, officers, directors, successors and assigns harmless from and against any and all claims, damages, liabilities, costs, settlements, penalties and expenses (including without limitation attorneys' fees, expert's fees and settlement costs) arising out of or relating to any suit, action, proceeding, arbitration, subpoena, claim or demand brought or asserted by a third party pursuant to any theory of liability against Client arising out of or relating to (1) the actual or alleged infringement or misappropriation of any intellectual property right by Logicworks or its suppliers or subcontractors or representatives; (2) damages caused by Logicworks or its suppliers or subcontractors or representatives to equipment owned or provided by Client or the HIX/IES Entities and located at Logicworks Datacenter Facilities (3) a claim for wrongful death, bodily injury, or damage to real or tangible personal property, any pecuniary damages arising there from, and all of the foregoing resulting from, and to the extent caused by, any intentional or negligent acts or omissions of Logicworks, its employees, servants, agents, or subcontractors in the performance, or failure to perform services hereunder;

(c)   Client's obligations under Section 28(a)(4) and Logicworks' obligations under Section 28(b)(1) will not apply to the extent that the infringement, misappropriation or violation results from: (1) modifications made by the indemnified party (except those directed by the indemnifying party or its subcontractors, agents or employees) or by any third party other than a the indemnifying party, (2) the combination, operation or use of the infringing item with other items the indemnifying party did not recommend, supply or agree to in writing; (3) the failure of indemnified party to use any new or corrected versions of the item made available by the indemnifying party to the indemnified party and implemented by the indemnifying party at no cost to the indemnified party; or (d) the indemnifying party's adherence to specifications or instructions provided by the indemnified party; provided that such infringement, misappropriation or violation would not have occurred absent (1), (2), (3) and/or (4).

(d)   For any infringement of an intellectual property right, the indemnifying party will: (a) procure for the indemnified party the right to continue using the item in accordance with its rights under this Contract; (b) replace the item with an item that does not infringe, misappropriate or otherwise violate any third party intellectual property rights and, in the indemnified party's reasonable discretion, complies with the item's specifications, and all rights of use set forth in this Contract; or (c) modify the item so that it no longer infringes, misappropriates or otherwise violates any third party intellectual property right and, in the

indemnified party's reasonable discretion, complies with the item's specifications and all rights of use set forth in this Contract. In the event of an infringement by the Services, and if neither of those alternatives is available to Logicworks on commercially reasonable terms, CGI will stop using the allegedly infringing item(s) and CGI will receive a refund of the amounts paid by it for the infringing item(s) and, to the extent such infringement was a result of Logicworks' knowingly infringing, or Logicworks should have known it was infringing, a third party copyright, trade secret or trademark (enforceable in the United States, any additional amounts paid by CGI to a third party to replace and implement/integrate the replacement Service item; provided, however, that CGI has mitigated such costs to replace and implement/integrate the replacement Service item to the greatest extent possible and any such amounts to be paid by Logicworks will be subject to the Limitations of Liability set forth in this MSA. This Section 28(d) states the indemnifying party's entire obligation and the indemnified party's exclusive remedy with respect to any claim of infringement as set forth herein. All other express obligations of indemnification set forth in this Section 28 shall not be construed to negate or abridge any other obligation of indemnification that would otherwise exist in law or in equity. Logicworks will not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by CGI or the HIX/IES Entities without CGI's prior written consent. CGI will engage in good faith discussions with Logicworks regarding any such settlement, however, such consent may be withheld in CGI's sole and absolute discretion. The extent of the Contract indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth above shall survive the expiration or termination of the Contract

(e) Each party's indemnification obligations hereunder will be subject to: (1) the prompt receipt by the indemnifying party of a written notice of the existence of any basis for indemnification, except if the delay does not prejudice the indemnifying party; **(2)** the indemnifying party's right to participate in the defense of any action at its own costs; **(4)** the indemnifying party's approval of any settlement, which approval will not be unreasonably withheld; and **(5)** the indemnifying party's receipt of reasonable cooperation from the indemnified party.

29. HIGH RISK USE. Client shall not use the Services for any application where a failure of those Services could result in death, serious injury, environmental damage or property damage. Examples of prohibited uses include medical life support devices, water treatment facilities, nuclear facilities, weapons systems, chemical facilities, mass transportation, aviation and flammable environments. Client acknowledges that Logicworks makes no assurances that the Services are suitable for any high-risk use.

30. GOVERNING LAW; VENUE; JURISDICTION; WAIVER OF JURY TRIAL. The laws of the Commonwealth of Massachusetts, without reference to its choice of law principles, govern this Agreement and any claims arising out of or relating to this Agreement, its negotiation, execution, performance, or breach. All disputes and controversies arising out of or relating to this Agreement, its negotiation, execution, performance, or breach not resolved by the informal dispute resolution process in Exhibit B must be resolved in the state and federal courts in the Commonwealth of Massachusetts, and each party irrevocably consents to the exclusive venue and personal jurisdiction of those courts for the resolution of such disputes and waives all objections thereto. Except as prohibited by law, each party irrevocably waives its right to a jury in connection with any action arising out of or relating to this Agreement.

31. INTELLECTUAL PROPERTY. Except as provided in Section 32 (Publicity) below, this Agreement does not convey to either party any ownership right or license to use, sell, exploit, copy or further develop the other party's Confidential Information (as defined in Section 38) or intellectual property, including patents, copyrights, trademarks, trade names and trade secrets. Logicworks has the exclusive right and title to any intellectual property developed by Logicworks during and in connection with providing the Services to Client.

32. PUBLICITY. Neither party may use the other party's name and trademarks, other than on internal client listings, except as otherwise approved in writing, which consent shall not be unreasonably withheld. Logicworks may not use the University's or Commonwealth's name or logo except as expressly approved in writing.

33.   RELATIONSHIP OF THE PARTIES. Logicworks and Client are independent parties. This Agreement and any transaction under it does not create an agency, joint venture, or partnership between Client and Logicworks. There is no landlord-tenant relationship between the parties. Client has no right to access Logicworks' premises or Datacenter Facilities and no right to possess or own Logicworks' software, Server hardware or other equipment. No act or direction of Client shall be deemed to create an employer/employee or joint employer relationship. Logicworks shall not be obligated under any contract, subcontract, or other commitment made by Client, including the Prime Contract.

34.   NOTICES. For any notice under this Agreement to be valid, it must be sent by one of the following methods of delivery: **(i)** personal delivery; **(ii)** registered or certified mail, in each case return receipt requested and postage prepaid; **(iii)** nationally recognized overnight courier, with all fees prepaid; or **(iv)** email.

(a)   For a notice under this Agreement to be valid, it must be addressed as follows: **(1)** if to Logicworks, Attn: Legal, Logicworks Systems Corporation, 155 Avenue of the Americas, Fifth Floor, New York, NY 10013 or to billing@logicworks.net, as applicable; **(2)** if to Client, to one or more of the mailing or email addresses listed above, as applicable with a copy of legal notices to CGI Technologies and Solutions Inc. 11325 Random Hills Road, 8th Floor, Fairfax, VA 22030, Attn: Office of General Counsel; or **(3)** to any other address designated by the receiving party in a notice in accordance with this Section 34.

(b)   Subject to this Section 34, a notice under this Agreement is effective when received. An email notice is deemed received when the recipient acknowledges its receipt in a reply email or other written communication. All other notices sent by either party will be deemed received when delivered in person or signed for by the recipient as indicated by the signed delivery receipt. If the receiving party refuses to accept delivery, or if delivery is impossible because of a change in address for which no notice was given, notice will be deemed received upon the rejection or inability to deliver. If a notice is received at the location specified in the receiving party's address in this Section 34 after 5:00 p.m., or on a day other than a Business Day, notice will be deemed received on the following Business Day.

35.   REPRESENTATIONS; NO CHANGES. Each party represents that it has the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder, that the execution and delivery of this Agreement will not conflict with or violate any provision of its charter, by-laws or other governing documents, and that each party has taken all necessary steps to execute this Agreement. Client warrants that it has not knowingly provided inaccurate or incomplete information to Logicworks. Client warrants that its use of the Services will comply with all local, state, and federal laws, regulations and ordinances applicable to Client in the performance of its obligations under this Agreement.

36.   NEUTRAL INTERPRETATION. This Agreement will be construed and interpreted in a neutral manner. This Agreement is a negotiated document and will be deemed drafted jointly by the parties. No rule of construction or interpretation will apply against any particular party based on a contention that the Agreement was drafted by one of the parties.

37.   FORCE MAJEURE. If a party's performance of any part of this Agreement, is prevented or delayed by reason of an act of God, act of war, act of terrorism, fire, governmental action, labor dispute or other cause beyond the performing party's control, then that party will be excused from performance for the length of that prevention or delay.

38.   CONFIDENTIALITY.

(a)   CONFIDENTIAL INFORMATION. "Confidential Information" means: **(1)** with respect to Logicworks, server configurations, software configurations, proprietary information, proprietary technology, proprietary software, unpublished prices and terms for the Services, audit reports, information regarding product development, information regarding Logicworks' Datacenter Facilities, and information contained in

manuals, proposals or memoranda; **(2)** with respect to Client, non-public Content transmitted to or from, or stored on, Logicworks' servers; and **(3)** with respect to both parties, the terms of this Agreement, information that is conspicuously marked as "confidential" or "proprietary," information disclosed verbally that is designated as "confidential" or "proprietary" at the time of disclosure, and information that, by its nature, would reasonably be considered as confidential to any other person, firm or corporation.

(b)   EXCLUSIONS. Confidential Information does not include: (1) information that is independently developed by a recipient without the use of the disclosing party's Confidential Information as shown by the recipient's written business records; (2) information that is known by a recipient prior to disclosure by the disclosing party as shown by the recipient's written business records; or (3) information that is or becomes generally available to the recipient or the public other than through a violation of this Agreement.

(c)   RESTRICTIONS ON USE AND DISCLOSURE. A party shall not disclose the other party's Confidential Information except: (1) on a need-to-know basis, to its agents and representatives who are bound by confidentiality restrictions at least as stringent as those stated in this Agreement; (2) as required by law, governmental regulation or requirement, court order, or subpoena, in which case and subject to applicable law, the non-disclosing party shall use best efforts to provide prompt notice to the disclosing party so that the disclosing party may seek a protective order or other appropriate remedy; or (3) the terms of this Agreement as may be necessary to establish or assert its rights hereunder. A party shall not use Confidential Information except as required to perform its obligations under this Agreement. Notwithstanding the forgoing, Client may provide a copy of this Agreement to its ultimate customer, with financials redacted, for the purpose of such customer confirming compliance with the Prime Contract.

(d)   TREATMENT OF CONFIDENTIAL INFORMATION. Each party shall use the same degree of care to protect Confidential Information that it uses to protect its own highly confidential information from unauthorized disclosure, but in no event shall either party use less than a commercially reasonable degree of care. The recipient shall notify the disclosing party promptly upon its discovery of any unauthorized use or disclosure of Confidential Information, and will use commercially reasonable efforts to cooperate with the disclosing party to regain possession of all Confidential Information and to prevent any further unauthorized use or disclosure.

(e)   RETURN OF CONFIDENTIAL INFORMATION. On the disclosing party's written request or upon expiration or termination of this Agreement for any reason, the receiving party will promptly: (1) return or destroy, at the disclosing party's option, all originals and copies of all documents and materials it has received containing the disclosing party's Confidential Information; and (2) deliver or destroy, at the disclosing party's option, all originals and copies of all summaries, records, descriptions, modifications, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the receiving party, prepared under its direction, or at its request from the documents and materials referred to in the preceding clause (1) of this Section (e). On the disclosing party's written request, the recipient shall provide a notarized written statement to the disclosing party certifying that all documents and materials referred to in subparagraphs (1) and (2) of this Section (e) have been delivered to the disclosing party or destroyed as requested.

(f)   NON-EXCLUSIVE EQUITABLE RELIEF. Each party acknowledges and agrees that due to the unique nature of Confidential Information there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow a party or third parties to unfairly compete with the other party resulting in irreparable harm to such party, and therefore, that upon any such breach or any threat thereof, each party is entitled to seek appropriate equitable and injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity.

39.   [Intentionally Omitted].

40.   ASSIGNMENT; RESALE; BINDING EFFECT. Neither party may assign this Agreement or resell the right to use the Services without the other party's prior written consent, which consent will not be unreasonably withheld.. Any purported assignment in violation of the preceding sentence will be void. This Agreement will be binding upon and inure to the benefit of all successors and assigns of Logicworks and Client, who will be bound by all of the obligations of their predecessors or assignors.

41.   SUBCONTRACT. Logicworks may, upon Client written approval which shall not be unreasonably delayed or withheld, subcontract any portion of the Services to a third-party contractor, provided that Logicworks remains fully responsible to Client for the Services pursuant to this Agreement. The Client is entitled to copies of all hosting-related significant subcontracts (with financials redacted) that materially impact Logicworks' obligations under the Agreement, for purposes of verifying Logicworks' compliance with the Agreement. Any subcontractor will be deemed to be an independent contractor and not a partner, agent or employee of Logicworks or of Client.

42.   EXPORT CONTROL. Both parties shall comply with all applicable import, export and re-export control laws and regulations, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and the sanctions maintained by the Treasury Department's Office of Foreign Assets Control. Client represents and warrants that the Services will not be accessed, downloaded, used, exported or re-exported, directly or indirectly, to any location, entity, government or person prohibited by the applicable laws or regulations of any jurisdiction, including the U.S., without prior authorization from all relevant government authorities.

43.   DEFINITIONS.

(a)   "Application" means software that performs a specific task, as opposed to an operating system, which runs a computer or server.

(b)   "Acceptable Use Policy" and "AUP" mean the acceptable use policy in Exhibit E attached hereto.

(c)   "Business Day" means Monday through Friday, except U.S. bank holidays.

(d)   "Configuration" means, collectively, the Hosting Equipment, Internet access, bandwidth and software provided by Logicworks to Client as specified in the SO(s).

(e)   "Datacenter Facilities" means one or any combination of the third-party facilities used by Logicworks to host Servers, which facilities have backup power, specialized HVAC systems to provide adequate cooling, 24/7 security and specialized fire suppression equipment.

(f)   "Datacenter Failure" means a total disruption in the power supply to the Hosting Equipment and/or a failure of the Datacenter Facility's HVAC system.

(g)   "Downtime" means one or any combination of the following: (1) Infrastructure Downtime and (2) Application Downtime, as those terms are defined in Section 18 (Service Level Agreement).

(h)   "Federal Required Change" means any change in applicable laws, rules or regulations or change required by the Federal Government, including, without limitation, CCIIO or CMS, a legislative action, a legislative request, executive order, or judicial decision that requires a change in the HIX/IES System Hosting Services.

(i)   "Hardware Upgrade Fee" means a one-time fee that applies to the installation of hardware to Client's Configuration, including hardware and labor charges required for implementation.

(j)   "High Availability Hardware" is Hosting Equipment that is configured with at least one equivalent and redundant counterpart such that if one counterpart fails, a procedure can be implemented to failover to its identical, functioning counterpart. High Availability Hardware can be configured in an active/active configuration or an active/passive configuration. Failover can be automatic or manual, depending on the configuration chosen by Client.

(k)   "HIX/IES Entity" means individually and collectively the University of Massachusetts Medical Center ("University"), the Massachusetts Executive Office of Health and Human Services ("EOHHS") and the Massachusetts Commonwealth Health Connector Authority ("CCA")

(l)   "Hosting Equipment" means the Server Hardware, cables, routers, switches, and other hardware that Logicworks makes available to Client as specified in an SO.

(m)   "Infrastructure" means the Datacenter Facilities and Hosting Equipment made available to Client as part of the Services.

(n)   "Intentional Misconduct" means an intentional act or omission intended to cause harm.

(o)   "Massachusetts Required Change" means any change in applicable laws, rules or regulations or change required by the Commonwealth of Massachusetts, a legislative action, a legislative request, executive order, or judicial decision that requires a change in the HIX/IES System Hosting Services

(p)   [Intentionally Omitted]

(q)   "Responsibility Matrix" means the responsibility matrix attached hereto as Exhibit D.

(r)   "Server" means a physical or Virtual Server that is identified on a Service Order and deployed and administered by Logicworks.

(s)   "Server Hardware" means all internal Server components, including processors, chassis, network cards, memory, hard drives, storage and power supplies.

(t)   "Shared Device" means any Hosting Equipment that is used by Client and at least one other client of Logicworks, such as a shared load balancer, switch or Server.

(u)   "Technical Policies" means the written technical policies and requirements attached hereto as Exhibit F, as they may be amended from time to time in accordance with Section 20 (Logicworks Amendments).

(v)   "Virtual Server" means one of any number of isolated server instances running on a single physical server.

44.   MISCELLANEOUS. The headings in this Agreement are solely for convenience of reference and will not affect its interpretation. This Agreement does not create any third-party beneficiary rights. A fully signed copy of this Agreement made by reliable means (i.e., facsimile, or electronic image) will be considered an original. If any provision in this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions in the Agreement shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of its invalidity, illegality or unenforceability. No waiver of any provision of this Agreement will be effective unless in writing signed by the waiving party, and no delay or failure to exercise or enforce any right or remedy hereunder will constitute a waiver of that right or remedy. Express waiver of any right or remedy in a particular instance will not constitute a waiver of that right or remedy in any other instance, or a waiver of any other right or remedy. The word "including" is a term of expansion, not limitation. Unless

otherwise indicated, all references to a day are references to a calendar day and all references to a time of day are references to the time in New York, N.Y. If any date specified in this Agreement as the only day, or the last day, for taking action falls on a day that is not a Business Day, that action may be taken on the next Business Day.

45.   SCOPE OF AGREEMENT; ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties regarding its subject matter, and it supersedes all other oral or written agreements or policies relating thereto. If there is a conflict between or among any of the documents in this Agreement, they will govern in the following order: the Prime Contract Flow Down Terms, a Service Addendum, the MSA, the AUP, the Responsibility Matrix, the Technical Policies, and the most recent Service Order. Additional or different terms in any written communication from Client, including any purchase order or request for Services, are void.

The individuals signing below represents that they are authorized to sign behalf of their respective party, and that such party has reviewed and accepts the terms of this Agreement, including the MSA, the attached Service Addenda(um), the Service Order(s), the AUP, the Technical Policies, and the Responsibility Matrix. The parties are signing this Agreement on the date indicated below their signatures.

CGI Technologies and Solutions Inc.   LOGICWORKS SYSTEMS CORPORATION

By: _____   By: _____

_____   _____
Name   Name

_____   _____
Title   Title

_____   _____
Date   Date

Exhibit B – Prime Contract Flow Down Terms

The following provisions are excerpted from the contract between CGI Technologies and Solutions Inc. (as referred to in this Exhibit B, "CGI" or the "**University**") and the University of Massachusetts, Worcester Campus on behalf of the Commonwealth of Massachusetts, Massachusetts Health Insurance Exchange and Integrated Eligibility System (collectively, "MA HIX/IES") Systems Integrator Project (the "Prime Contract"). References below to "Contractor" shall be read so as to mean Logicworks Systems Corporation. References below to the "Contract" shall be read so as to mean the "Agreement", as that term is defined in the MSA. All capitalized terms not defined herein shall have the meaning ascribed to them elsewhere in the Agreement. In addition to the other terms of the Contract, Contractor agrees to the following terms and conditions, which are derived from the Prime Contract to the extent they are applicable to Logicworks' scope of work as described in the Contract and its attachments; such scope being for the provision of infrastructure management and physical security of the hosted environments but not including application management or application security. In addition, the parties acknowledge that Logicworks will not be granted access to unencrypted Contract Data and that CGI is responsible for encryption as per Attachment C hereto. All assignments, indemnifications, insurance, warranties, etc. herein shall be to CGI's benefit as prime contractor.

BASE Contract

1. Reserved.
2. Reserved.
3. Reserved.
4. Reserved.
5. Reserved.
6. **Compliance with Laws:** Contractor agrees to comply with all local, state, and federal laws, regulations and ordinances applicable to Contractor in the performance of its obligations under this Contract. Without limiting the foregoing, it is understood that Contractor's subcontractors shall comply with all applicable local, state, and federal laws, regulations and ordinances applicable to the performance of the respective portion of the services each subcontractor is providing under this Contract.

7. **Independent Contractor Status:** The Contractor is an independent contractor and not an employee or agent of the University. No act or direction of the University shall be deemed to create an employer/employee or joint employer relationship. The University shall not be obligated under any contract, subcontract, or other commitment made by the Contractor.

8. **Contractor's Qualifications and Performance:** In accordance with the terms and conditions of this Contract, the Contractor represents that it is qualified to perform the services set forth herein and has obtained all requisite licenses and permits to perform the services. In addition, the Contractor agrees that the services provided hereunder shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.

9. **Termination:**
   A. **Termination without Cause:** The Contract may be terminated without cause, in whole or in part, by the University by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of termination stated in the notice. The University may terminate any Work Order or portion thereof by giving written notice to the Contractor at least fifteen (15) calendar days before the effective date of termination stated in the notice. Unless expressly stated otherwise, in the event of the termination of any Work Order or portion thereof, the remainder of the Contract shall remain in full force and effect.

   B. **Termination for Cause:** If Contractor breaches any material term or condition stated herein or fails to perform or fulfill any material obligation required by this Contract, the University may terminate this Contract, in whole or in part, by giving written notice to the Contractor at least thirty (30) calendar days

before the effective date of termination stated in the notice. Notwithstanding the preceding sentence, to the extent Contractor has executed a Data Management Agreement in addition to this Contract and fails to fulfill his/her obligations under the Data Management Agreement, the University may terminate this Contract by giving written notice to the Contractor at least three (3) *calendar* days before the effective date of termination stated in the notice. Any notice of termination provided pursuant to this section shall state the circumstances of the alleged breach and shall, if the breach is curable, state a period during which the alleged breach may be cured, but in no event less than fifteen (15) calendar days before the effective date of termination stated in such notice (or three (3) calendar days before the effective date of termination in the case of a Data Management Agreement breach). In the event of a breach by Contractor, Contractor may be subject to any and all applicable contract rights and remedies available to the University or otherwise available under law or equity, subject to Section 36. Limitation of Liability, Attachment A, Amendment No.1, Updated HIX/IES Special Terms and Conditions. Applicable statutory or regulatory penalties may also be imposed by applicable state or government entities.

C. **Suspension for Unpaid Undisputed Invoices.** In the event (i) University has not paid undisputed invoices for previously approved Milestones or in the case of Work Order 9 (Hosting) and Work Order 12 (Interstate (NESCIES) Support), previously approved monthly invoices, and (ii) such non-payment issue has not been resolved within thirty (30) days, or other period of time mutually agreed to in writing, of the meeting of the University Chancellor and CGI President in accordance with the escalation process set forth in Section 26(D) below; CGI, may, upon seven (7) calendar days' written notice to University, suspend further services on the HIX/IES project. The foregoing is contingent upon (a) the HIX/IES Entities' right to use of all deliverables and work in progress up to the effective date of the suspension without disturbance or interruption and (b) each party's continued negotiation with the other in good faith to resolve such non-payment issue. Upon resolution of the non-payment issue, the parties will mutually agree to a change order to address payment of reasonable Contractor costs related to the suspension as well as for the resumption of services. This change order will address, without limitation, suspension costs, and any changes to schedule, scope, key personnel, and price. Services will resume upon signature of the mutually agreed change order.

10. **Obligations in Event of Termination:**
    A. Upon termination or expiration of this Contract, or any portion thereof, all work performed or provided by the Contractor for delivery to the University pursuant to the Contract, or portion thereof, including without limitation, any and all Work Product and Contractor Property contained or licensed therein (as those terms are defined in Additional Terms, Section 11 of Attachment A, Amendment #1, Updated HIX/IES Special Terms and Conditions), shall be delivered to the University. To the extent the Contractor has executed a Data Management Agreement in addition to this Contract, Contractor shall, at the University's direction and within the time frames specified by the University, either return or destroy all Contract Data (as defined in the Data Management Agreement), and shall not retain any copies of such Contract Data in any form except as set forth in the Data Management Agreement. The obligations set forth in the Data Management Agreement shall survive the termination or expiration of this Contract and shall continue until such time as the Contract Data is returned to the University or destroyed. Upon termination of any Work Order(s) or portion thereof, Contractor shall assist with the orderly wind-down and transition up through the effective date of termination, shall promptly provide University with all Work Product performed to date in connection with such Work Order (s) or portion thereof and shall comply with any applicable provisions of a Data Management Agreement per University's direction.

    B. Subject to the Section entitled "Payments Subject to Available Funds", under Certifications, Attachment A, Amendment #1, HIX/IES Special Terms and Conditions ("Available Funds Clause"), upon termination of this Contract or any Work Order the University shall, promptly pay the Contractor:

i.   the applicable fixed fees for all deliverables delivered and finally accepted pursuant to the Deliverable Submission and Acceptance process set forth in Attachment B: Scope of Service/Work and any previous holdback related to such accepted Deliverables;

ii.   for services and work in progress (including incomplete deliverables wind down services and expenses) on a time and materials basis performed prior to the effective date of termination, excluding any disputed amounts resulting from Contractor's breach, subject to offset of sums due the Contractor against sums owed by the Contractor to the University, and provided. Contractor submits to the University a properly completed invoice, with supporting documentation covering such deliverables or work in progress, no later than sixty (60) calendar days after the effective date of termination or such shorter time as may be required by the applicable HIX/IES Entity funding source. In no event shall such time and material amounts exceed the fixed price for the applicable deliverable had such deliverable been completed.

iii.   except in the event of termination due to Contractor's breach, Contractor shall be reimbursed for (a) the reasonable value of any costs incurred but not amortized in the price of the Contract and (b) costs and expenses reasonably incurred by Contractor to terminate its performance of the Services earlier than anticipated, including without limitation, costs to terminate any special contracts or leases entered into for the purpose of performing the terminated Services; provided such costs and expenses were set forth in the Contract or otherwise approved by University in writing and Contractor uses commercially reasonable efforts to mitigate any such costs and expenses. Any software, hardware or equipment encompassed by this subsection (iii) shall, upon UMMS request, be transferred (e.g., title, license or lease as the case may be) to UMMS, EOHHS or CCA.

In the event of any impact on shared resources or assets used across multiple Work Orders, any impact on another Work Order or a request for transition and wind-down services, as a result of termination of a particular Work Order, such impact or request will be addressed in accordance with the Change Order process set forth in Attachment B, Statement of Work/Services.

11. **Recordkeeping, Audit, and Inspection of Records:** The Contractor shall maintain books, records and other supporting documentation to the extent and in such detail as necessary to properly substantiate claims for payment under the Contract ("Records"). All such Records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all Records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Governor, the Secretary of Administration and Finance, the State Comptroller, the State Auditor, the Attorney General, the Federal grantor agency (if any) including without limitation, CMS, the University, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the Records, to the extent necessary to properly substantiate claims for payment under the Contract. Such access shall include on-site review, audit and copying of Records.

12. **Political Activity Prohibited:** The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office.

13. Reserved.
14. **Choice of Law:** This Contract is entered into in the Commonwealth of Massachusetts, and the laws of the Commonwealth, without giving effect to its conflicts of law principles, govern all matters arising out of or relating

to this Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

15. **Forum Selection:** The Parties agree to bring any action arising out of or relating to this Contract or the relationship between the Parties in the state courts of the Commonwealth of Massachusetts which shall have exclusive jurisdiction thereof. The Contractor expressly consents to the jurisdiction of the state courts of the Commonwealth of Massachusetts in any action brought by the University or the Commonwealth arising out of or relating to this Contract, or the relationship between the Parties, waiving any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the Parties.

16. **Force Majeure:** Neither Party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of nature or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the Party whose performance is affected notifies the other promptly of the existence and nature of such delay.

17. **Risk of Loss:** See Section 34 below.
18. **Tax Exempt Status:** The University is exempt from federal excise, state, and local taxes; therefore, sales to the University are exempt from Massachusetts sales and use taxes. If the University should become subject to any such taxes during the term of this Contract, the University shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.

19. **Waivers:** All conditions, covenants, duties, and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that Party. All waivers shall be in writing.

20. **Amendments:** This Contract may be amended only by written agreement of the Parties, executed by the Parties' authorized representatives and in compliance with all other regulations and requirements of law.

21.   Reserved.
22.   Reserved.
23.   Reserved.
24.   **Non-Disclosure.** The following provision shall be in addition to the other security and confidentiality provisions contained in the Contract and shall remain subject to and subordinate to, any applicable public disclosure laws, including but not limited to the Massachusetts Public Records Law, Mass. Gen. Laws ch. 4 §7 and §26 and ch. 66 §10. In the event of a conflict, the security and confidentiality requirements set forth in Exhibit H to the MSA including but not limited to any requirements for personal health information, personal information, and tax and other sensitive data shall supersede and govern over the terms of this Section 24.

University and Contractor agree that in connection with the performance of their respective obligations hereunder, each party may have access to the Confidential Information of the other party. The follow terms will apply to such access.

(a) "Confidential Information". "Confidential Information" means information belonging to or in the possession of a party which is confidential or a trade secret and is furnished or disclosed to the other party under the Contract (including information exchanged in contemplation of entering into the Contract): (i) in tangible form and if provided by Contractor, marked or designated in writing in a manner to indicate it is confidential or a trade secret; or (ii) in intangible form and that either is of a nature that a reasonable person would understand to be confidential or a trade

secret or is identified as confidential or a trade secret in a writing provided to the receiving party within thirty (30) business days after disclosure.

"Confidential Information" does not include any information that, as evidenced by written documentation: (i) is already known to the receiving party without restrictions at the time of its disclosure by the furnishing party; (ii) after its disclosure by the furnishing party, is made known to the receiving party without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of the Contract; or (iv) is independently developed by the receiving party without reference to the furnishing party's Confidential Information.

Confidential Information will remain the property of the furnishing party, and the receiving party will not be deemed by virtue of the Contract or any access to the furnishing party's Confidential Information to have acquired any right, title or interest in or to the Confidential Information. The receiving party agrees: (i) to use the furnishing party's Confidential Information in accordance with the Contract and afford it at least the same level of protection against unauthorized disclosure or use as the receiving party normally uses to protect its own information of a similar character, but in no event less than reasonable care; (ii) to limit disclosure of the furnishing party's Confidential Information to personnel furnished by the receiving party to perform Services under the Contract or otherwise having a need to know the information for the purposes of the Contract (including without limitation, independent contractors working on a party's behalf in connection with the Contract, the IV&V Vendor and subcontractors under written obligations of confidentiality at least as stringent as set forth herein); (iii) not to disclose any such Confidential Information to any third party except as provided herein; and (iv) to notify the furnishing party promptly of any unauthorized use or disclosure of the furnishing party's Confidential Information and cooperate with and assist the furnishing party in every reasonable way to stop or minimize such unauthorized use or disclosure.

If the receiving party receives a subpoena or other valid administrative or judicial notice requesting the disclosure of the furnishing party's Confidential Information, the receiving party will promptly notify the furnishing party. Subject to its obligations stated in the preceding sentence and any applicable public records laws, the receiving party may comply with any valid subpoena or other administrative or judicial process to the extent required by law.

Upon termination or expiration of this Contract, the receiving party, at the furnishing party's option, will return or destroy all Confidential Information of the furnishing party that the receiving party does not possess under a valid license; provided that Contractor and Deloitte Consulting, LLC may retain one (1) and a reasonable number of electronic backups of their respective Work Products (including any Work Product or Confidential Information contained in working papers) produced under the Contract for archival purposes.

Each party agrees that if a court of competent jurisdiction determines that the receiving party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the furnishing party or the furnishing party's proprietary rights, money damages will not provide an adequate remedy. Accordingly, the furnishing party will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations.

26.   Informal Dispute Resolution.
   A.   At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to the Contract through the informal means described in this Section 26. The parties agree to work together in good faith to resolve any matters relating to the Contract internally by escalating issues to Contractor's Contract Manager, the CGI Contract Manager. Each party will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane.

   B.   In the event the issue cannot be resolved within a reasonable time by the Contractor's Contract Manager and the CGI Contract Manager the issue shall be escalated to Contractor's Vice President of Sales & Client Services and the CGI Vice President, Consulting Services (collectively the "Dispute

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Representatives"). The Dispute Representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding.

C. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of: (i) the Representatives conclude that resolution through continued negotiation does not appear likely; or (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, to apply for interim or equitable relief, or as otherwise required by law.

D. Reserved.

27.   **Non-Solicitation.** During the term of the Contract and for twelve (12) months after its expiration or termination, neither party will, directly (inclusive of recruitment firms direct solicitation on behalf of a party) , solicit for employment or employ (except as permitted below) by itself any employee or individual engaged as an independent contractor of the other party who was significantly involved in the performance of the party's obligations under the Contract, unless the hiring party obtains the written consent of the other party. The actual damages attributable to a breach of the provisions of this Section 27 would be difficult to determine and prove. Accordingly, the parties agree that if either party breaches this Section , the breaching party will promptly pay the non-breaching party liquidated damages in an amount equal to twenty-five (25%) percent of the employee's annual salary (including bonuses and incentive compensation) prior to the breach, such sum being a reasonable measure of the damages reasonably anticipated by the parties.   The foregoing provision will not (i) prohibit a general solicitation of employment in the ordinary course of business or prevent a party from employing any employee or independent contractor who contacts such party as a result of such a general solicitation; or (ii) be read so as to limit employment opportunities to an extent that would not be permitted under applicable law.

CERTIFICATIONS

The Contractor makes all certifications required under this Contract , and only as required by law to apply to Logicworks under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that the following additional terms, to the extent they are applicable to Contractor's performance of this Contract and doing business in Massachusetts, are attached or incorporated by reference herein:

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the University and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Such access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's

own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F, G.L. c.30, § 39R, G.L. c.149, § 27C, G.L. c.149, § 44C, G.L. c.149, § 148B and G.L. c. 152, s. 25C.
Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Payments Subject To Available Funds. The University cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the University or any other Commonwealth representative are not binding. The University has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of the Contract. The Contractor should verify funding prior to beginning performance. If funds are not otherwise made available (including funds which may be received from the federal government) for continued performance for any period of the Contract, the Contract may be terminated by the University by giving written notice to the Contractor at least ninety (90) calendar days prior to the effective date of termination stated in the notice to the Contractor that funds are not otherwise available for performance under the Contract; provided, however, that such termination will not affect either the University's rights or the Contractor's rights under any termination clause in the Contract. The effect of termination of the Contract will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of the Contract.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; State tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the University in writing if there is any risk to the solvency of the Contractor or any potential structural changes to its organization, that may impact the Contractor's ability to timely fulfill the terms of this Contract or any amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the University contract manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term that may adversely impact (i) this Contract (including any amendment thereto), (ii)

the HIX/IES Entities, the Commonwealth of Massachusetts, the Federal Government or any employees, agents or subcontractors thereto, or (iii) Contractor's eligibility to perform its obligations under this Contract under state or federal laws or regulations; provided that Contractor shall not be required to disclose investigations or litigation for which Contractor is prohibited by law from disclosing or prohibited from disclosing pursuant to third party commercial confidentiality obligations.

Federal Anti-Lobbying and Other Federal Requirements. The Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act; Federal Employment Laws; and Section 1311 of the Affordable Care Act, Health Insurance Exchange, and 45 CFR Part 74.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information in accordance with G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the University in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. The Contractor certifies compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination. The Contractor certifies compliance with applicable state and federal laws prohibiting discrimination, including but not limited to including *but not limited to the* Federal Equal Employment Oppurtunity (EEO) Laws the Americans with Disabilities Act,; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16. s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and

<u>Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities</u>, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also <u>MCAD</u> and <u>MCAD links and Resources</u>.

Northern Ireland Certification. Pursuant to <u>G.L. c. 7 s. 22C</u> for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the University, the University may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the University will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

The Contractor certifies compliance with applicable <u>Executive Orders</u> (see also <u>Massachusetts Executive Orders</u>), including but not limited to the specific orders listed below only as required by law to apply to Logicworks. A breach during the period of the Contract may be considered a material breach and subject Contractor to damages under the Contract and appropriate monetary or Contract sanctions applicable to Contractor by law and imposed by state or government entities.

<u>Executive Order 481</u>. <u>Prohibiting the Use of Undocumented Workers on State Contracts</u>. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to the Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

<u>Executive Order 130</u>. <u>Anti-Boycott</u>. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See <u>IRC § 999(b)(3)-(4)</u>, and <u>IRS Audit Guidelines Boycotts</u>) or engages in conduct declared to be unlawful by <u>G.L. c. 151E, s. 2</u>. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

<u>Executive Order 346</u>. <u>Hiring of State Employees By State Contractors</u> Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of

state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies at http://www.mass.gov/anf/research-and-tech/policies-legal-and-technical-guidance/it-policies-standards-and-procedures/policies-standards-and-procedures-by-category/ ("Security Policies") Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's, EOHHS' and/or CCA's (as applicable) Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's Security Policies (3) communicate and enforce the contracting agency's, EOHHS' and/or CCA's (as applicable) ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the University may exercise any and all contractual rights and remedies, including without limitation, indemnification as set forth in Section 9 , withholding of payments, Contract suspension, termination or other rights and remedies permitted in law or equity. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without

unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the Contract that may subject the Contractor to damages under the Contract and/or appropriate sanctions applicable to Contractor by law and imposed by state or government entities.

ATTACHMENT A – UPDATED HIX/IES SPECIAL TERMS AND CONDITIONS

The Contractor's performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted (by the Massachusetts Executive Office of Health and Human Services ("EOHHS") and the Massachusetts Commonwealth Health Connector Authority ("CCA") as communicated by the University) and other commitments authorized under the Contract. A deliverable shall include any tangible product to be delivered as an element of performance under the Contract. The University, EOHHS and CCA are jointly entitled to ownership and possession of all deliverables created with Contract funds subject to Section 11 of these Additional Terms and Conditions.

1. Reserved.
2. Reserved.
3. Reserved.
4. Reserved.
5. Confidentiality/Privacy/Security.
    a. The Contractor shall comply with all applicable state and federal laws and regulations and Massachusetts Executive Orders relating to confidentiality, privacy and security. In the performance of the Contract, the Contractor may acquire or have access to "personal information" (as defined in M.G.L. ch. 93H), or "protected health information" (as defined in the Health Insurance Portability and Accountability Act ("HIPAA") Privacy and Security Rules, 45 CFR Parts 160 and 164, as amended), or "personal data" and become a "holder" of such personal data (as defined in M.G.L. c. 66A). Such "personal information," "protected health information" and "personal data" shall be deemed to be "Personal Information." The Contractor shall also protect the physical security and restrict any access to Personal Information or other Commonwealth data in the Contractor's possession, or used by the Contractor in the performance of the Contract, which shall include, but is not limited to the public records, documents, files, software, equipment or systems of the Commonwealth, the University, EOHHS and CCA irrespective of the medium in which it is held.
    b. Testing and Development Data
        i. EOHHS and CCA will each be responsible for de-identifying and/or masking their respective Contract Data (as defined in Attachment C, Data Management Agreement) to create "de-identified data" or "masked data" (each as defined in Attachment C, Data Management Agreement) consistent with 45 CFR 164.514, other applicable laws and regulations, and providing it to Contractor (directly or via UMMS) as needed during the course of the HIX/IES project for testing or development purposes.
        ii. Provided that Contractor (and its subcontractors to the extent their responsibilities involve such data)
            a. treats such EOHHS and/or CCA de-identified data or masked data with the standard of care required pursuant to the Contract for Contract Data that is not de-identified or masked, and

b. complies with all security and confidentiality obligations set forth in the Contract, including without limitation, those set forth in Attachment A, Updated HIX/IES Special Terms and Conditions and Attachment C - Contract Data Management Agreement,

then, Contractor and its subcontractors shall not be responsible for liabilities resulting from such EOHHS or CCA-provided de-identified data and/or masked data if such de-identified data and/or masked data fails to adequately de-identify or mask individually identifiable data (through no acts of Contractor or its subcontractors) and such error is the cause of the liability.

iii. Contract Data shall not, under any circumstances, be provided to anyone outside of the United States. However, de-identified data or masked data that is physically located in the U.S. may be accessed by Contractor from outside the U.S., provided that: (i) such de-identified data and/or masked data has been de-identified or masked as described by EOHHS or CCA and prior written approval of EOHHS (with regards to its de-identified data and/or masked data) and CCA (with regards to its de-identified data and/or masked data) for such access has been obtained, (ii) such access is limited to Contractor employees or authorized subcontractors solely for testing and development purposes under the Contract, and such Contractor employees or authorized subcontractors have signed any required security and confidentiality agreements required under the Contract and have been trained and informed that any de-identified or masked data must be treated as if it is Contract Data with all required confidentiality and security protections, (iii) Contractor's systems shall be configured with the security controls and protections for Contract Data as required under the Contract, (iv) any such access does not permit the creation, copying, storage, transmission, use, sharing, retention or destruction of such de-identified or masked data outside the United States, and (v) UMMS has been copied on all such written approvals granted by EOHHS and/or CCA under clause (i) above.

iv. In the event the Contractor becomes aware that it has access to identifiable Contract Data instead of de-identified or masked data for testing and development purposes, Contractor shall immediately notify UMMS, cease work with the data, and destroy such data or return it to CCA or EOHHS, as applicable, in a secure manner under applicable state and federal laws and any instructions as directed by EOHHS and CCA and/or as communicated by UMMS.

6. Reserved.

7. <u>Subcontracting By Contractor.</u> Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under the Contract must be in writing, the subcontractor authorized in advance by the University and shall be consistent with and subject to the applicable provisions of this Exhibit B and the Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under the Contract. The University is entitled to copies of all subcontracts (other than hosting-related subcontracts), with financials redacted, for purposes of verifying Contractor's compliance with the Contract and shall not be bound by any provisions contained in a subcontract to which it is not a party. With regards to hosting-related subcontracts, the University is entitled to copies of all significant subcontracts (with financials redacted) that materially impact Contractor's obligations under the Contract, for purposes of verifying Contractor's compliance with the Contract and shall not be bound by any provisions contained in a subcontract to which it is not a partyIn the event services are in dispute or a violation of applicable law is reasonably suspected Contractor shall be obligated to provide <u>all</u> subcontracts (including non-significant hosting subcontracts) in unredacted form.

8. <u>Affirmative Action, Non-Discrimination In Hiring And Employment.</u> The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional

opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

9. [Intentionally Omitted]

10. <u>Waivers.</u> Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

11. <u>Rights to HIX/IES</u>

Work Made for Hire; Assignment. All work product developed or generated by the Contractor or its subcontractors or agents pursuant to the Contract, including without limitation any and all deliverables, software (both object code in executable file format and source code) and related documentation, reports, results, products, programs, routines, drawings, studies, specifications, photographs, graphics, artwork, computations, data, inventions, discoveries, improvements, concepts, creative works, designs, techniques and know-how, works of authorship, trade secrets, patents, trademarks, copyrights, and any other intellectual property ("Work Product") is "work made for hire", or shall be considered as having similar status in the United States or elsewhere, and therefore, the University, EOHHS and CCA are the author and owners of the Work Product. For the avoidance of doubt, and notwithstanding anything herein to the contrary, Contractor or its third party licensors retain all ownership rights in and to Contractor Property and COTS products, whether or not any are contained in Work Product, and no ownership rights in such Contractor Property and COTS products shall be assigned to University, EOHHS and CCA hereunder even if included in Work Product; however, assignment of modifications and enhancements to and derivative works of COTS that are generated under the Contract (exclusive of the original COTS contained therein) are included in the assignment of rights in Work Product. The Contractor hereby irrevocably and unconditionally sells, transfers and assigns to the University, EOHHS and CCA, the entire right, title and interest in and to all Work Product. Such sale, transfer and assignment shall be effective immediately upon creation of each deliverable constituting Work Product. In the event any Work Product is not considered a "work made for hire", the Contractor, on behalf of itself and its employees, agents, subcontractors and affiliates, does hereby assign, transfer and convey to the University, EOHHS and CCA all right, title, and interest in such Work Product. The Contractor shall not affix (or permit any third party to affix) any restrictive markings upon any Work Product (except as expressly directed or otherwise authorized in writing by the University) and, if such markings are affixed, the University or EOHHS or CCA shall have the right at any time to modify, remove, obliterate, or ignore such markings. During the term of this Contract and at any time following expiration or termination for any reason of this Contract, upon the request and at the reasonable expense of the University, EOHHS and CCA or their nominee and for no additional remuneration, the Contractor and its employees, agents, subcontractors and affiliates shall promptly take such action as the University reasonably may request to more fully evidence, protect, maintain, secure, register, record, defend, transfer, vest or confirm the University's, EOHHS' and CCA's ownership, right, title and interest in the Work Product.

Residuals. Notwithstanding anything to the contrary contained in this Contract, Contractor, its subcontractors, EOHHS, CCA and the University shall not be prevented from using ideas, know-how, concepts, or techniques possessed by them prior to, or developed or learned by them outside of, the performance under the Contract, and shall each be free to use any Residual Information resulting from their respective performance and/or involvement under the Contract. Residual Information shall mean the intangible (i) ideas, (ii) know-how, (iii) concepts and (iv) techniques that would be retained in the unaided memory of an ordinary person skilled in the art, not intent on appropriating proprietary information. An individual's memory is unaided if the employee has not intentionally memorized the information for the purpose of retaining and subsequently using or disclosing it. Nothing in this paragraph, however, shall be deemed to transfer ownership of Contractor Property to EOHHS, CCA or the University or to transfer ownership of Work Product to Contractor or its subcontractors.

Exhibit B – Prime Contract Flow Down Terms

IPAWE Agreement. The Contractor shall ensure that each of the Contractor's personnel providing services under this Contract, regardless of whether the individual is an employee, contractor, or agent of the Contractor, shall, prior to rendering any services under this Contract, sign the "Intellectual Property and Work Effort Agreement for the Contractor's Employees, Contractors, Consultants, and Agents" (the "IPAWE Agreement") which is attached to the RFR as Exhibit XV or the substitute agreement set forth in Schedule 1A of this Attachment A, Amendment No.1, HIX/IES Special Terms and Conditions have been pre-approved by the University's counsel (the "Substitute Agreement") in place of the IPAWE Agreement for such personnel.

Contractor Property. Contractor or its subcontractors or their licensors shall own any works of authorship, materials or other intellectual property, all of the foregoing, whether or not incorporated into a Work Product, (i) owned by the Contractor or its subcontractors or licensed to the Contractor or its subcontractors by a third party prior to the date on which it enters the Contract, (ii) that is independently developed by Contractor or its subcontractor without use of any Work Product or confidential information of the HIX/IES Entities, (iii) general purpose consulting tools that are independently developed by Contractor or its subcontractor without use of any Work Product or confidential information of the HIX/IES Entities for use in performing the services, and (iv) any modifications, enhancements or derivatives of the foregoing, excluding modifications and enhancements to and derivative works of COTS that are generated under the Contract (collectively, the "Contractor Property"). To the extent Work Product incorporates any Contractor Property or Contractor Property is necessary to use the Work Product, the Contractor has obtained for the University, EOHHS and CCA a direct grant of rights and otherwise hereby grants, on behalf of itself and any third party licensors, to the University, EOHHS and CCA a royalty-free, paid-up, non-exclusive, irrevocable, perpetual, worldwide right and license, with the right to sublicense, to use, execute, reproduce, display, perform, distribute copies of, modify and prepare derivative works based upon, such Contractor Property, solely in connection with its use of the Work Product. This right and license shall include a non-exclusive license under any patent rights that the Contractor or any of its third party licensors owns, controls or otherwise possesses a right to grant any rights thereunder or thereto, solely in connection with the Contractor Property and its use with the Work Product. Contractor shall obtain University's approval prior to incorporating any Contractor Property in the Work Product. Any Contractor Property that is intended to be incorporated into the Work Product or is required to use the Work Product as of the Effective Date of this Contract, is set forth in Schedule 2 to this Attachment A, Amendment No.1, HIX/IES Special Terms and Conditions. To the extent any such Contractor Property has not been identified in Schedule 2 or its inclusion is not agreed to in writing prior to its incorporation into Work Product, the Contractor hereby grants to the University, EOHHS and CCA all license rights to such Contractor Property to allow the University, EOHHS and CCA to use the Work Product consistent with the ownership rights in the Work Product granted to the University, EOHHS and CCA in accordance with the Contract. Contractor Property, including general purpose consulting tools created for use in performing the services, which are not incorporated into the Work Product and are not necessary, but which are reasonably useful for the HIX/IES Entities' use of the Work Product following expiration of the Contract shall be made available under mutually agreeable terms. For the avoidance of doubt, Contractor Property is not intended to include generally available, third party, administrative COTS tools (e.g. Microsoft Office or Microsoft SharePoint) used to deliver reports provided the content of such reports may be accessed without such license. Except for the preceding license rights, Contractor retains (on behalf of itself or any applicable third party) all intellectual property rights in and to the Contractor Property.

Federal Exchange Intellectual Property. The parties agree that in the performance of Services under this Contract and with the prior written consent of the Department of Health and Human Services, Centers for Medicare and Medicaid Services ("CMS") and the University, it may be desirable for Contractor to leverage certain intellectual property developed for and owned by CMS related to the Federal Exchange ("FX"). In such event, CMS retains all ownership rights in and to elements of FX provided by Contractor. Contractor will cooperate with the University, EOHHS and CCA as reasonably required to facilitate the University, EOHHS and CCA's receipt of such license rights from CMS as are necessary to accomplish the objectives of the Contract, including without limitation, reusability for other states and that essentially permit the University, EOHHS and CCA to use such Intellectual property as "Work Product" to the extent it is part of the HIX/IES.

12. Federal License Rights to HIX/IES

. The United States Department of Health and Human Services reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, any software or modifications thereof and associated documentation designed, developed or installed with federal financial participation, provided, however, that this sentence shall not apply to 'proprietary operating/vendor software packages' within the meaning of 45 CFR 95.617(c) , except to the extent permitted by Section 11, Contractor Property above. Additionally, the United States Department of Health and Human Services reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant, and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support under 45 CFR § 92.34.

13. Required Disclosures

The Contractor shall allow the University and its designees, EOHHS, CCA, and the United States Department of Health and Human Services access to the software and all related documentation and records during the system design, development, and operation phases of the HIX/IES Project.   The Contractor must maintain and retain any records necessary to disclose the scope of work performed by the Contractor, as well as any Subcontractors, and to substantiate any claims for payment submitted by the Contractor under the Contract. Such records must be, upon request, made available and provided to the University and its designees, EOHHS, CCA, the United States Department of Health and Human Services, and other government agencies as provided in applicable law.

14. Warranties

The Contractor shall represent and warrant to CGI that:
a. The Contractor and its subcontractors will be sufficiently staffed and equipped to fulfill Contractor's obligations under the Contract;
b. The Contractor's services will be performed by appropriately qualified and trained personnel with due care and diligence and of quality as is customary in the industry and expected of firms engaged in comparable work, in compliance with the Project Schedule and the terms and conditions of the Contract; and in accordance with all applicable professional standards for the field of expertise.
c. The Contractor shall comply with (i) all federal, state and local laws, regulations and guidelines applicable to Contractor, which shall include but is not limited to compliance with all privacy laws, regulations and in accordance with the Responsibility Matrix,and shall obtain any licenses, permits or registrations necessary for Contractor to be able to provide the Services under the Contract; and (ii) all applicable business policies and security requirements of EOHHS, CCA and the University that are referenced or cited in the Responsibility Matrix Contract, inclusive of the RFR.
d. All Services delivered under the Contract will substantially conform with the requirements and specifications set forth in the Contract, including without limitation, the applicable security and confidentiality requirements contained therein. A failure to substantially conform with the Contract requirements and specifications are referred to herein as "Nonconformities."
e. [Intentionally Omitted];
f. Contractor will use commercially reasonable efforts and comply with industry standards to reduce the likelihood that any software delivered by Contractor under the Contract is free of Trojan horses, back doors, and other malicious code. Notwithstanding the foregoing, if the software is delivered directly to the University as required under the Contract, or hosted by a third party other than Contractor or a subcontractor of Contractor, the warranty set forth in this subsection (f) shall apply to the software only in the form and at the time delivered to the University or such third party hosting entity other than Contractor or a Subcontractor of Contractor, and the warranty shall terminate after such delivery ;
g. [Intentionally Omitted]; and
h. Subject to Section 11, all Services shall be delivered free from any security interest or other lien or encumbrance and the Contractor possesses all rights, grants, assignments, conveyances, licenses, permissions and

authorizations necessary or incidental to any materials owned by third parties supplied by Contractor for incorporation in the deliverables delivered under the Contract.

Except as otherwise set forth above, the warranty period for the above warranties, shall commence on the Commencement Date and shall end on the Contract termination or expiration date (the "Warranty Period").The Warranty Period shall survive expiration of this Contract. In addition, the Warranty Period for any warranty that by its nature imposes a continuing obligation on the part of Contractor will survive termination of the Contract. In addition to the overall HIX/IES warranties set forth above, each deliverable that is put into production use after acceptance of such deliverable by the University, but prior to Contractor meeting the completion criteria, is warranted from the date on which it goes into production use until the expiration of the Warranty Period. Expiration of the Warranty Period will not relieve Contractor from correcting all Nonconformities arising and reported during the Warranty Period, and any Nonconformities resulting from such correction efforts. During all Warranty Periods, the Contractor will remedy any Nonconformities without additional cost to the University, EOHHS or CCA. Without limiting Contractor's obligation to support Work Product, to the extent Contractor provides third party software and hardware to, or for the benefit or, the University, EOHHS and/or CCA, the Contractor must obtain and maintain, for itself and for the benefit of the University, EOHHS and CCA warranty, support, and maintenance coverage for all third-party software and hardware sufficient to enable it to perform all services required under the Contract.

Contractor shall have no obligation or liability under this section to the extent a defect results from (a) modifications made by CGI (except those directed by Contractor or its subcontractor) or by any third party other than a subcontractor of Contractor, (b) the combination, operation or use of the item with other items Contractor did not recommend, supply or agree to in writing; (c) the failure of CGI to use any new or corrected versions of the item made available by Contractor to CGI and implemented by Contractor, at no cost to CGI; or (d) Contractor's adherence to specifications or instructions provided by CGI; provided that such defect would not have occurred absent (a), (b), (c) and/or (d).

Notwithstanding any other warranties set forth in the Contract, Contractor shall use good faith efforts to obtain the right to, and to the extent Contractor has the legal right to do so, Contractor agrees to assign or pass through to University or otherwise make available for the benefit of University, any manufacturer's or supplier's warranty applicable to any third-party software, hardware or equipment provided by Contractor hereunder. Contractor does not itself give or make any warranty of any kind with respect to third-party software, hardware or equipment other than the enhancements, modifications and derivative works thereto made by Contractor or its subcontractors pursuant to the Contract which shall constitute Work Product and shall be covered by the warranties set forth above.

EXCEPT AS SET FORTH IN THE CONTRACT, CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. Ownership of PII and PHI
All files containing any Massachusetts HIX/IES information, Medicaid information, MassHealth information, Personally Identifiable Information (PII), and/or Protected Health Information (PHI) are the sole and exclusive property of the University, EOHHS and CCA. The Contractor shall not use any such data obtained as a result of the Contract for any purposes not directly related to this Contract without prior written permission from the University, EOHHS and CCA.

16. [Intentionally Omitted]

17. Accessibility
Software and Systems Developed under the Contract. For all Work Products that are to be delivered by Contractor under the Contract, the Contractor shall ensure that the Work Products adhere to the ITD Enterprise

Information Technology Accessibility Standards and the ITD Web Accessibility Standards (collectively, the "Enterprise Accessibility Standards") issued by Massachusetts' Information Technology Division ("ITD") applicable to the functionality of the Work Products.

Addressing Accessibility Problems. For Work Products subject to the accessibility requirements of the Contract, the Contractor shall be responsible for curing each instance in which its Work Products fail to comply with the Enterprise Accessibility Standards.

18. Reserved.

19. <u>System and Data Security.</u>.

The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other EOHHS or CCA data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the public records, documents, files, software, equipment or systems of EOHHS or CCA In addition to the foregoing requirements, the Contractor agrees that as part of its work effort under the Contract entered pursuant to this RFR, the Contractor may be required to use the following personal data under MGL ch. 66A and/or personal information under MGL ch. 93H, or to work on or with information technology systems that contain such data in order to fulfill part of its specified tasks. For purposes of this work effort, electronic personal data and personal information includes data provided by EOHHS or CCA to the Contractor which may physically reside at a location owned and/or controlled by the University, EOHHS or CCA or the Contractor. In connection with such data, the Contractor will implement the maximum feasible safeguards reasonably needed to:

- Ensure the security, confidentiality and integrity of electronic personal data and personal information;
- Prevent unauthorized access to electronic personal data or personal information or any other Commonwealth Data from any public or private network;
- Prevent unauthorized physical access to any information technology resources involved in the Contractor's performance of a Contract entered under this RFR;
- Prevent interception and manipulation of data during transmission to and from any servers; and
- Notify the University, EOHHS and CCA immediately if any breach of such system or of the security, confidentiality, or integrity of electronic personal data or personal information occurs.

20. <u>Corrective Action Plan/Failure to Correct Deficiencies</u>

If the University identifies, in its reasonable judgment, any systemic or pattern of deficiencies or non-conformities Contractor's compliance with the requirements of the Contract or in the Contractor's performance under the Contract, the University may require the Contractor to develop and submit a corrective action plan to achieve conformity. University and Contractor shall use diligent and good faith efforts to agree upon a written corrective action plan which shall contain specific deadlines for correction of such deficiencies or non-conformities, within ten (10) Business days of written notice of the systemic or pattern of deficiencies or non-conformities. The Contractor shall implement such corrective action plan only once the corrective action plan has been agreed upon. The University may require the corrective action plan to (1) provide for a subcontract with a subcontractor deemed mutually satisfactory to perform specified Contract responsibilities, (2) otherwise alter the manner or method in which the Contractor performs any Contract responsibilities, and (3) implement any other action that University may reasonably deem appropriate. If the University and Contractor have not, despite diligent and good faith efforts of both parties agreed upon a written corrective action plan within such ten (10) business days, the issue will be escalated in accordance with the Informal Dispute Resolution process set forth in Section 26 of the Contract For Services Purchased in order to promptly reach agreement on the corrective action plan. If Contractor fails to correct any deficiency or non-conformity or fails to meet the specific deadlines in the corrective action plan, the University may withhold an amount equal to 5% of the gross amount of each invoice submitted thereafter by the Contractor in connection with the applicable deficiency or non-conformity. When the deficiencies and/or non-conformities are corrected in accordance with the corrective action plan, the withheld amounts associated with them shall be released for payment.

21. Reserved.

22. Reserved.

23. <u>Right to Cover</u>
The University reserves the right to, subject to Section 36, Limitation of Liability, purchase substantially similar substitute services (including warranty services) in good faith and be reimbursed by the Contractor for any excess costs over and above the original Contract price for such services (in the case of services that have not yet been paid to Contractor) or any excess cost over and above the original Contract price for such services plus any amounts paid in advance for the services not provided as a result of the University obtaining such substitute services (in the case where payment for services have been previously paid to Contractor), as a remedy when the Contractor breaches the Contract by failure to deliver such services in accordance with the Contract and fails to cure the breach pursuant to Section 9.B of the Contract; provided, however, that the University shall have the obligation to mitigate the costs of procuring such substantially similar services to the greatest extent possible.

24. <u>Insurance</u>
The Contractor shall purchase and maintain at its sole cost and expense throughout the term of the Contract resulting from this RFR adequate insurance coverage necessary for the performance of the services under the Contract. This subsection specifies the required minimum types and amounts of coverage. The Contractor shall furnish the University with certificates of the above insurance coverage within ten (10) days of the execution of the Contract. Contractor shall provide CGI and the University with thirty (30) days prior written notice of cancellation, material change, or non-renewal of the coverage during the term of the Contract. The Contractor's failure to provide or continue in full force and effect the insurance that this section requires shall be a material breach of the Contract and may, at the discretion of the University, result in termination.
The following standard insurance amounts are required at a minimum:

- Workers' Compensation Insurance providing statutory benefits for persons employed in connection with the Contract in accordance with applicable law, including the laws of the state of Massachusetts as well as the laws of the state where the Contractor maintains its principal place of business. In addition, Employers Liability Coverage with a limit of at least one million dollars ($1,000,000.00) per accident and per disease.
- Automobile liability insurance covering owned, non-owned, and hired vehicles, with combined limits for bodily injury and property damage of at least $1 million per accident. The policy must be endorsed to include the University as an additional insured;
- Commercial General Liability Insurance, including blanket contractual liability, for all damages and claims arising out of or related to injury to persons or damages to property which may arise out of or relate to the performance of the Contractor's services provided under the Contract. The insurance certificate evidencing the coverage must be acceptable to the University and name CGI as an additional insured, with coverage limits of at least $1,000,000 per occurrence, $3,000,000 aggregate. If coverage is a claims-made basis, the Contractor shall maintain at least three years of reporting endorsement following the expiration of the term of the Contract. Contractor shall provide the University with a certificate or other verification of coverage prior to the execution of the Contract. Contractor shall provide the University with thirty (30) days prior written notice of cancellation, material change, or non-renewal of the coverage during the term of the Contract.
- Professional liability insurance with limits of at least $1 million per claim and $3 million per aggregate.

All insurance maintained by the Contractor pursuant to the Contract shall be written by insurance companies licensed to do business in the state of Massachusetts. If the Contractor determines that any such insurance needs to be placed with surplus lines carriers not licensed by the state of Massachusetts, written permission from the University is required. All insurance companies to be used by the Contractor must have a Best's rating of not less than A- and be acceptable to the University. If required by a validly issued subpoena or court order, the Contractor shall produce certified copies of the aforementioned policies.

Exhibit B – Prime Contract Flow Down Terms

All insurance maintained by the Contractor shall provide that the insurance for the benefit of the University shall be primary and that the University's own insurance shall be noncontributing. The certificates shall contain an unequivocal provision that the University shall be given 30 days' prior written notice of cancellation, material change, or nonrenewal of the coverage.

The Contractor shall cause its subcontractors to purchase, carry, and maintain the minimum types of insurance coverage above.

The Contractor's and, if applicable, the Contractor's subcontractor's failure to provide or continue in full force and effect the insurance that this section requires shall be a material breach of the Contract and may, at the discretion of the University, result in termination of the Contract.

25. Reserved.
26. <u>Conflict of Interest</u>
During the term of this Contract, the Contractor shall not have any interest that conflicts with the performance of services under the Contract. The Contractor acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of Massachusetts and the federal government. Thus, the Contractor agrees to refrain from any practices, activities, or relationships that could reasonably be considered to be in conflict with the contractor's fully performing its obligations under the terms of the Contract, without the prior disclosure to and written approval from the University, EOHHS and CCA.

In the event the Contractor is uncertain whether the appearance of a conflict of interest may reasonably exist, the contractor shall submit to the University's contract manager a full disclosure statement setting forth the relevant details for the University, EOHHS and CCA's consideration and direction. Failure to promptly submit a disclosure statement or to follow the University's direction in regard to the apparent conflict shall be grounds for termination of the Contract.

27. <u>Publications Regarding or Derived From The Contract</u>
In the performance of the Contract, the Contractor may develop material suitable for publication under copyright as reports, manuals, pamphlets or other forms. To the extent such material is a deliverable in the performance of this Contract and is not Contractor Property, such material shall be deemed Work Product made for hire, and the University, EOHHS and CCA shall exclusively own the copyright in such material.

Other material derived from Contractor's performance of this Contract shall not be published or offered for publication through any medium of communication, including press release, without the prior written approval of University. If the Contractor or any subcontractor publishes a work dealing with its performance under this Contract, or the results and accomplishments attained in such performance, the University shall have a non-exclusive, irrevocable, royalty-free license to reproduce, publish or otherwise use and authorize others to use the publication.

The Contractor shall not disseminate, reproduce, display or publish any report, information, data or other materials or documents produced in whole or in part pursuant to this Contract, excluding Contractor Property, without the prior consent of the University, nor shall any such report, information, data or other materials or documents be the subject of an application for copyright by or on behalf of the Contractor without the prior written consent of the University.

28. <u>Publicity</u>
The Contractor may not use its relationship with the University, EOHHS, or CCA for advertising or any form of publicity without the University's approval of text and images used in advertising. The Contractor and Deloitte Consulting LLP may name the Commonwealth of Massachusetts on a client list and describe in general terms the nature of work performed, but may not directly or indirectly represent that a product or service purchased by the University from the Contractor is endorsed by the University, EOHHS, or CCA.

29. Federal Certification and Audits

At CGI's expense, the Contractor shall provide reasonable support reasonably necessary in connection with federal certification of any portion of the HIX/IES as well as federal and state audits. The Contractor's support may include, but is not limited to, providing:

- Contractor staff;
- Documentation;
- Sufficient copies of all output including labeling and cataloging all output;
- Computer time;
- Supplies (both business and computer); and
- Assistance in responding to any findings including providing detailed work-effort analysis.

In the event the federal requirements for such HIX/IES certifications and/or audits materially change from the federal requirements in effect as of the execution date of this Contract, the parties agree to execute a mutually agreed upon change order reflecting such change. The Contractor shall notify the University's project manager of any action, or inaction, by any party known to the Contractor that threatens the timely and accurate completion of any Contractor obligation or that it has reason to believe threatens the successful CMS/CCIO certification of the HIX/IES. Such notification must be made orally by the close of business on the day of discovery and in writing within three Business Days of discovery.

30. Program Integrity: Medicaid

The Contractor shall notify EOHHS in writing within ten (10) calendar days if it or, where applicable, any of its subcontractors receive or identify any information that gives them reason to suspect that a MassHealth Provider or Member has engaged in fraud as defined under 42 CFR 455.2. In the event of suspected fraud, no further contact shall be initiated with the Provider or Member on that specific matter without EOHHS's approval.

The Contractor and, where applicable, its subcontractors shall cooperate fully with the Office of the Attorney General's Medicaid Fraud Control Unit ("MFCU") and the Office of the State Auditor's Bureau of Special Investigations ("BSI"). Such cooperation shall, include, but not be limited to, providing at no charge, prompt access and copies of any documents and other available information determined necessary by such agencies to carry out their responsibilities regarding Medicaid fraud and abuse, maintaining the confidentiality of any such investigations, and making knowledgeable staff available at no charge to reasonably support any investigation, court, or administrative proceeding resulting from Contractor's notice hereunder of suspected fraud and/or abuse or otherwise arising under this Contract.

31. Protection of Property

The Contractor shall at all times safeguard University, EOHHS and CCA property from injury or loss in connection with the Contract and continuously maintain adequate protection of the Contractor's work from damage.

The Contractor shall be responsible for all breakage and damage to property (real and personal) that may occur as a result of fault, negligence, or failure to perform on the part of its agents, subcontractors, or employees in connection with the performance of the work specified in the Contract. Repair or replacement of any such damage shall be commenced by the Contractor within two days after notification of such damage, and shall be completed expeditiously to the satisfaction of the University.

32. Equipment and Facilities. At the University's discretion, it reserves the right to review and visit the Contractor's business location(s) during business hours and subject to Contractor's security policies and procedures regarding access to third party confidential information maintained at its facilities.

33. Reserved.

34. Risk Of Loss. Except for the negligent errors or omissions of the CGI or the HIX/IES Entities, the Contractor shall bear the risk of loss for any Contractor materials used for the Contract and for all deliverables, Commonwealth, the University, EOHHS or CCA personal data which is in the possession of the Contractor or used by the Contractor

in the performance of the Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the University.

35. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. If any provision of the Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in writing in accordance with the terms of paragraph 20 of the University's Contract for Services Purchased. The printed language of the Contract which incorporates by reference these HIX/IES Special Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of the Contract, including contract forms, purchase orders or invoices of the Contractor.

36. [Intentionally Omitted]

SCHEDULE 1-A – PRE - APPROVED SUBSTITUTE AGREEMENT FOR CGI 'S USE WITH ITS CONTRACTORS, CONSULTANTS AND AGENTS

Independent Contractor Services Agreement
Intellectual Property Rights Agreement

The Contractor understands and acknowledges that the ownership and protection of intellectual property and confidential and proprietary information is of critical importance to CGI Technologies and Solutions Inc. ("CGI") and its customers. The term "CGI" refers to CGI Technologies and Solutions Inc. and all of its subsidiaries and affiliates, and the term "customer" includes all persons or entities for whom CGI performs services or with whom CGI works or cooperates for any purpose. This Agreement sets forth certain terms and conditions under which the Contractor will perform services for the benefit of CGI or its customers (the "Services") as part of a project or projects agreed to between CGI and Contractor. This Agreement applies in addition to any other agreement between CGI and Contractor governing the performance of Services.

1. Contractor agrees and acknowledges that it may create or participate in the development of inventions, discoveries, improvements, and original works of authorship, including, without limitation, derivative, joint, and collective works and compilations (collectively, "Works"). The term "Works" includes all ideas or items produced or created by Contractor (or any person furnished by Contractor, if applicable) in the course of performing the Services, whether alone or jointly with others. Notwithstanding the foregoing, hCentive retains all rights, title and interest in and to its WebInsure Base and Documentation in all forms and all copies, and modifications of the WebInsure Base and Documentation developed at hCentive's sole expense, including all worldwide rights to patents, copyrights, trademarks and trade secrets in or relating to the WebInsure Base or Documentation.

2. Contractor will promptly disclose to CGI any Works of which it becomes aware. Contractor agrees that all Works that it creates or helps develop under this Agreement will be the property of, and owned by, CGI and will be considered "works made for hire". CGI will have all rights, title and interest in and to all Works, including without limitation copyrights, patents, trade secrets, and other proprietary, intellectual, industrial and moral rights of whatever nature ("Intellectual Property Rights"). In the event any such Works are, for whatever reason, deemed not to constitute a "work made for hire," the Contractor does hereby assign to CGI all such Intellectual Property Rights, for good and valuable consideration, the sufficiency of which is hereby acknowledged.. CGI's rights in and to each Work will vest on the date each Work is produced or created. Further, as between CGI and Contractor, CGI's and its customers' ideas and requirements disclosed to Contractor in writing or orally are owned by CGI. Contractor agrees to give CGI at no additional charge all assistance reasonably required to vest in CGI throughout the world all Intellectual Property Rights in the Works, including without limitation providing written assignments and waivers of such Intellectual Property

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Rights in favor of CGI, its affiliates and customers from Contractor and the personnel furnished by Contractor. If under applicable law Contractor is deemed to retain any rights in any Works, to the maximum extent allowed by applicable law, Contractor:

a)   irrevocably assigns to CGI all rights , including Intellectual Property Rights, that it retains; or, if such assignment is invalid or insufficient,

b)   irrevocably waives its moral and authorship rights in all Works, including without limitation rights of attribution and integrity; or, if such waiver is invalid or insufficient,

c)   consents to CGI's and its customers' use and infringement of the rights Contractor retains in the Works; or, if such consent is invalid or insufficient,

d)   agrees that in perfecting and protecting its rights, Contractor will refrain from interfering with CGI's and its customers' use of any Works.

3.   Contractor will not, without the applicable owner's written permission: (a) reproduce any copyrighted, patented, confidential or proprietary material owned by a third party (collectively, "Third Party Materials"), even if the material does not carry a copyright or other restrictive notice; (b) provide to CGI or any customer, or induce CGI to use or provide, any Third Party Materials; or (c) develop any Works, or provide any advice or other services to CGI or its customers, containing Third Party Materials Contractor obtains from sources other than CGI.

4.   Contractor acknowledges that a breach, or attempted or threatened breach, by it of any part of this Agreement could cause CGI to suffer irreparable injury for which there would be no adequate monetary remedy, and that CGI will be entitled (in addition to its other remedies) to obtain injunctive and other conservatory relief. Contractor further acknowledges that CGI is an intended third-party beneficiary of this Agreement and shall have the right to bring any action, claim, or suit for damages or other relief upon any breach by Contractor of its obligations under this Agreement; and CGI shall have the right to assign any or all of its rights under this Agreement without Contractor's express consent.

5.   The provisions of this Intellectual Property Rights Agreement are severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provision. If any provision is deemed to be or becomes unenforceable, CGI may substitute an enforceable provision that preserves the parties' original intentions and economic positions to the maximum extent legally possible.

6.   The parties agree that Contractor is not an employee of CGI, and nothing in this Agreement shall create or be deemed to imply any such relationship between Contractor and CGI or entitle Contractor to any compensation from CGI. Contractor acknowledges that a breach, or attempted or threatened breach, by it of any part of this Agreement shall be a breach of its obligations to CGI and shall entitle CGI to pursue all lawful remedies against Contractor, including immediate dismissal.

Print Name: _____

Signature: _____

Date: _____

SCHEDULE 2 – CONTRACTOR PROPERTY AS OF EFFECTIVE DATE OF CONTRACT

No Contractor Property as of the execution date of the Contract

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SCHEDULE 3 – ACCESSIBILITY WAIVER AND RESPONSE

[FINAL WAIVER TO BE PROVIDED BY UMMS]

ATTACHMENT C – DATA MANAGEMENT AGREEMENT

Section I: Data Management

(a) Definitions:

"Contract Data": "Contract Data": As used in this Attachment "C", "Contract Data" shall refer to any information, whether oral, written, or electronic, that constitutes:

1. personally identifiable data, including without limitation:
   - "personal information" (as defined in Mass. Gen. Laws ch. 93H),
   - "protected health information" (as defined under the Health Insurance Portability and Accountability Act Privacy and Security Rules defined below),
   - "personal data" (as defined in Mass. Gen. Laws. ch.66A);

2. "other state or federal agency sensitive or confidential data" protected under state or federal data security or privacy laws or agreements (which may include personally identifiable data from state or federal agencies including, but not limited to, the US Internal Revenue Service, Social Security Administration, or Massachusetts Department of Revenue)(e.g., adjusted gross income, number of dependents, bankruptcy information, tax information, banking account numbers and routing information); and/or

3. any "de-identified data" (i.e., any personal information, protected health information, personal data or other state or federal agency sensitive or confidential data from which personally identifiable information has been removed so that there is no reasonable basis to believe that the information can be used to identify an individual) or "masked data" (i.e., personally identifiable data for which certain data elements have been obscured or masked so that there is no reasonable basis to believe that the masked information can be used to identify an individual)
that the Contractor is given access to, or that the Contractor receives, creates, uses or discloses when performing services in accordance with the Contract for Services Purchased (inclusive of all Attachments, Amendments and Schedules thereto) made and entered into by the Parties on July 9, 2012 (the "Contract").

"Covered Entity(ies)" : As used in this Attachment "C", "Covered Entity(ies)" shall mean the owner(s) of the Contract Data.

"HIPAA": As used in this Attachment "C" "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996 at 45 CFR Parts 160 and 164 and its regulations as amended.

"HITECH Act": As used in this Attachment "C" "HITECH Act" shall mean the Health Information Technology Economic and Clinical Health Act provisions in Title XIII of the American Recovery and Reinvestment Act ("ARRA") of 2009.

"Security Incident": As used in this Attachment "C" "Security Incident" shall have the same meaning as under the HIPAA Security Rule at 45 CFR Parts 160 and 164.

(b) General Rule(s) for Data:

1. The Contractor shall not access, store, use, disclose or transmit Contract Data except as permitted by Section II: "Contract Data Permitted Activities" of this Attachment "C".
2. Contractor acknowledges and agrees that it is functioning as the University's subcontractor by performing services which the University is obligated to perform for the Covered Entity(ies)
3. Contractor agrees to remain compliant with HIPAA regulations as amended and the HITECH Act as applicable to subcontractors of business associates and further agrees to update this data management agreement as required.
4. Contractor shall comply with all applicable state laws and regulations relating to the confidentiality, privacy and security of the Contract Data as well as any applicable state policies including but not limited to the Commonwealth of Massachusetts Information Technology Division's Security Policies available at: http://www.mass.gov/anf/research-and-tech/it-pols-stnds-and-guidance/ent-pols-and-stnds/security-policies-and-standards/under Policies and Standards, (collectively, "Security Policies")
5. Contractor certifies under the pains and penalties of perjury that it has reviewed all such applicable state Security Policies and agrees to protect any and all personal information contained in Contract Data.
6. Contractor shall communicate and enforce such Security Policies against all of its employees involved in the HIX/IES project (whether such employees are direct or contracted) and Contractor's subcontractors, in both instances, who are involved on the HIX/IES project.
7. Contractor shall implement and maintain any other reasonable appropriate security procedures and practices necessary to protect Contract Data from the unauthorized access, destruction, use, modification, disclosure or loss.
8. Contractor shall be responsible for the full or partial breach of any of these terms of this Attachment "C" by its employees (whether such employees are direct or contracted) or Contractor's subcontractors during or after the term of the Contract, and any breach of these terms may be regarded as a material breach of the Contract.
9. Contractor shall, in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the Contract Data (collectively referred to as the "unauthorized use"): (a) immediately notify the University, orally and in writing as set out more fully below, if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the University and the Covered Entity(ies) to determine the scope of the unauthorized use; (c) provide full cooperation and access to information necessary for the University, the Covered Entity(ies) and the Contractor to fulfill any mitigation and notification requirements; and (d) bear the responsibility and all related costs for any security incident or data breach involving Contract Data as determined by the University including, associated remedial actions or mitigation steps and consumer notification and related responses.

(d) Data Ownership: The Contractor shall have no ownership rights in the Contract Data, or in any data derived or extracted from the Contract Data.

(e) Security: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Contract Data, and that prevent access to, use of or disclosure of the Contract Data other than as provided for by this Agreement. Such safeguards shall include but not be limited to:

1. The Contractor shall protect from inappropriate use and disclosure any password, user ID, or other mechanism or code permitting access to any database containing Contract Data.

2. The Contractor shall ensure that only those individuals working on the project involving Contract Data shall be provided security roles to access the Contract Data and that such roles are current at all times. Contractor shall ensure routine auditing of access to Contract Data and maintenance of access logs.
3. The Contractor shall comply with the security mechanisms and processes established for access to all databases necessary to perform services under the Contract, including use of firewall and virus checking software.
4. If the University gives the Contractor access to any University database or any Covered Entity(ies) database, the Contractor shall provide the University with a list of personnel who have access to such database and shall provide the University with prior notice of any change in personnel whenever the change requires a termination or modification of any password, user ID or other access mechanisms.
5. The Contractor shall ensure that all cached Contract Data will be automatically cleared at the end of each user session and shall not thereafter be available for viewing on the local computer.
6. The Contractor shall ensure that all hardware used to access Contract Data from an off-site location shall be used only by Contractor's or its subcontractor's authorized employees and only for Contractor's business, provided the University approves such off-site access, and further provided such access meets all security requirements under any applicable law or as may be established under policies and procedures established by the University and/or the Covered Entity(ies).
7. CGI shall ensure that all hardware used to access and/or store Contract Data shall be encrypted in format meeting standards of the National Institute of Standards and Technology (NIST) and the key is held separately and used only by CGI's or its subcontractor's employees and only for CGI's business. AES-256 or equivalent encryption algorithm is acceptable.
8. The Contractor shall prohibit its employees or Contractor's subcontractors from storing any of the Contract Data or copies of the Contract Data on any local hardware device.
9. The Contractor shall not store the Contract Data on portable media or devices that may be transported off Contractor's premises except when copying data onto storage media for secure transport to University or Covered Entity(ies) personnel or for secure transport to Contractor's backup facility, and then only in encrypted format meeting standards of the National Institute of Standards and Technology (NIST) and where the key is held separately. AES-256 or equivalent encryption algorithm is acceptable.
10. The Contractor shall prohibit its employees or Contractor's subcontractors from storing any Contract Data or copies of the Contract Data on portable media or devices for any other purpose other than that described in # 9 above, unless approved in writing by the University and the devices are encrypted in accordance with the NIST standards and the key is held separately. AES-256 or equivalent encryption algorithm is acceptable.
11. CGI shall employ valid encryption processes for all Contract Data at rest and in motion in compliance with the NIST standards using AES-256 or equivalent encryption algorithm. For data at rest, specified encryption should be Full Disk Encryption (FDE) as opposed to file or volume level encryption; for data in motion, protocols (e.g. SSL, SFTP, TLS, IPSec, etc.) using the AES-256 or equivalent encryption algorithm, should be employed.

(f) **Inspection:** The Contractor shall furnish the University upon request a description of the steps it has taken to protect the security of the Contract Data and will allow authorized representatives of the University access to the premises where the Contract Data are stored or accessed, for the purpose of inspecting privacy and physical security arrangements.

(g) **Non-Secure Transmissions:** The Contractor shall not transmit any personally identifiable Contract Data in non-secure transmissions over the Internet or any wireless communication device, unless: 1) the Contract Data are "de-identified" in accordance with 45 C.F.R § 164.514(b)(2); or 2) encrypted in accordance with applicable law, including the American Recovery and Reinvestment Act of 2009 found at:

http://www.gpo.gov/fdsys/pkg/PLAW-111publ5/content-detail.htmland as required by policies and procedures established by the University or the Covered Entity(ies).

(h)   **Non-Permitted Use or Disclosure Report and Mitigation Activities:** Immediately upon becoming aware of any use or disclosure not permitted under this Attachment "C" or any Security Incident, Contractor shall take all appropriate action necessary to: 1) retrieve, to the extent possible, any Contract Data used or disclosed in the non-permitted manner; 2) mitigate, to the extent possible, any harmful effect known of the non-permitted use or disclosure or Security Incident; and 3) only after conferring with the Privacy Officer or designee in the University's Commonwealth Medicine division ("Privacy Officer") and the University's Office of General Counsel, , take any further action as may be required by any applicable state or federal law concerning the privacy and security of the Contract Data. Immediately upon becoming aware of the non-permitted use and/or disclosure or Security Incident, Contractor shall report to the Privacy Officer, both verbally by phone (508-856-6547) and in writing by email (Compliance@umassmed.edu), and verbally report to the University's Office of General Counsel (774-455-7300) the nature of the non-permitted use and/or disclosure, the harmful effects of which it is aware, and all actions it has taken or plans to take in accord with this paragraph. Thereafter, upon the University's written request, the Contractor shall take such further action as required by law and/or deemed appropriate by the University to retrieve the Contract Data and to mitigate any harmful effects.

(i)   **Response to Legal Process:** The Contractor shall report to the Privacy Officer, both verbally by phone and in writing by email, as indicated above, any instance where the Contract Data are subpoenaed or becomes the subject of a court or administrative order or other legal process, whether or not the Contract Data are in Contractor's physical possession, and shall respond as directed by the University. In no event shall the Contractor's reporting obligations under this paragraph be delayed beyond the return date in the subpoena or legal process, or two (2) business days from obtaining such request for data, whichever is shorter.

(j)   **Requests by Individuals:** Within two (2) business days of receipt, the Contractor shall verbally report to the Privacy Officer, as indicated above, any instance where an individual or an individual's legal representative makes a request, of either Contractor or a subcontractor or agent of Contractor: (1) for a copy of the Contract Data pertaining to that individual; (2) that the Contract Data pertaining to that individual be amended; (3) that the Contract Data be disclosed to a third party; (4) a list of disclosures made by Contractor of the Contract Data pertaining to that individual. The Contractor shall respond as directed by the University. The Contractor shall confirm verbal notice in writing within five (5) business days.

(k)   **Copy of Contract Data:** The Contractor shall furnish the University with a copy of all or part of the Contract Data within two (2) business days of the University's Privacy Officer or his/her designee's written request. The Contractor shall supply the copy in either written or electronic form, as directed by the University.

(l)   **Amendment to Contract Data:** The Contractor shall amend the Contract Data as directed by the University within two (2) business days of the University's request.

(m)   **Disclosures to Third Parties:** For all disclosures of personally identifiable Contract Data that the Contractor makes to third parties, other than to the individual, who is the subject of the data, the individual's personal representative, the University, or the Covered Entity(ies) the Contractor shall document: (1) the date of the disclosure; (2) the name of the entity or person who received the personally identifiable Contract Data; (3) the address of the entity who received the personally identifiable Contract Data; (4) a description of the personally identifiable Contract Data disclosed; and (5) a description of the purpose of the disclosure provided, however, that no record of disclosure need be kept if the purpose of the disclosure is for purposes of the Covered Entity(ies') treatment, payment or health care operations. If Contractor makes multiple

disclosures to the same entity for the same purpose, the Contractor shall document the first disclosure as above, the frequency of the disclosure, and, if the disclosures are to be discontinued, the date of the last disclosure.

(n)   **Employee Policies:** The Contractor shall adopt employee policies and procedures to ensure that its employees comply with the requirements of Sections I and II of this Agreement. Contractor agrees that it shall inform and train each of its employees, servants or agents having involvement with Contract Data of the laws and regulations relating to security, confidentiality and privacy applicable to Contract Data, including provisions contained in this Exhibit B Prime Contract Flow Downs.

(o)   **Record Access:** The Contractor shall make its internal practices, books, policies, procedures and records relating to management and control of the Contract Data available to representatives and/or designees of the University, or, upon the University's written request, to the Secretary of the federal Department of Health and Human Services.

(p)   **Custodian:** The Contractor shall designate Paul Jacoby, Vice President of Sales & Client Services as custodian of the Contract Data who shall oversee the Contractor's compliance with Sections I and II of this Agreement, and shall notify the University within two (2) business days if the custodianship is transferred to another person.

Section II: Contract Data Permitted Activities

(a)   **Underlying Functions or Services:** The Contractor shall ensure that each member of its workforce accesses, uses, discloses, transmits, or stores the minimum necessary Contract Data and only to the extent necessary to perform services under the Contract.

(b)   **Agents or Subcontractors:** The Contractor may disclose Contract Data to an agent or subcontractor of Contractor only with the prior written approval of the Privacy Officer or designee. If such approval is granted, Contractor shall ensure that each such agent or subcontractor agrees in writing to the same restrictions and conditions that apply to Contractor under this Agreement. Contractor shall be responsible for its agents' and subcontractors' compliance with these restrictions and conditions.

(c)   **Disclosures Required by Law:** The Contractor may disclose Contract Data if the disclosure is required by law, but must notify the Privacy Officer in writing by email, as indicated above, prior to doing so. Such notification must include the date of the disclosure, the reason for the disclosure, the entity or person receiving the disclosure, and a description of the data being disclosed.

(d)   **Use or Disclosure for Contractor Purposes:** The Contractor may not use or disclose Contract Data for purposes of its own internal management and administrative functions unless it receives prior written permission from the Privacy Officer.

Attachment F
Amendment No. 2
Supplemental Terms and Conditions

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1. Reserved.
2. Reserved.

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3. In the RFR, Part Four – Laws, Rules, and Guidelines, Section I(A) is amended by the addition of the following paragraph:

> *"4. CFR parts 155, 156 and 157 (PATIENT PROTECTION AND AFFORDABLE CARE ACT; ESTABLISHMENT OF EXCHANGES AND QUALIFIED HEALTH PLANS; EXCHANGE STANDARDS FOR EMPLOYEES; Final/Interim Rule) (to the extent Final)*
> https://www.federalregister.gov/articles/2012/03/27/2012-6125/patient-protection-and-affordable-care-act-establishment-of-exchanges-and-qualified-health-plans

4. In the RFR, Part Four – Laws, Rules, and Guidelines, Section I(B) is amended by striking subsection I(B)(1) and replacing it with the following paragraph:

> *"1. 45 CFR parts 155, 156 and 157 (PATIENT PROTECTION AND AFFORDABLE CARE ACT; ESTABLISHMENT OF EXCHANGES AND QUALIFIED HEALTH PLANS; EXCHANGE STANDARDS FOR EMPLOYEES; Final/Interim Rule) (to the extent Interim)*
> https://www.federalregister.gov/articles/2012/03/27/2012-6125/patient-protection-and-affordable-care-act-establishment-of-exchanges-and-qualified-health-plans

5. Contractor acknowledges that certain data files from the Massachusetts Department of Revenue, Social Security Administration and other agencies cannot be accessed without the prior written permission of EOHHS and execution of the appropriate confidentiality or other documents required by such agencies.

6. Without limiting Contractor's other responsibilities and obligations under the Contract, the additional terms set forth in Schedule A - IRS Data Management Requirements to this Attachment F shall apply to the extent Contractor or its subcontractors have access to Federal tax information.

Schedule A
IRS DATA MANAGEMENT REQUIREMENTS

I. PERFORMANCE:

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by its employees and subcontractors with the following requirements:

(1) All work using any Federal tax returns or Federal tax return information (hereafter referred to as IRS Data) will be done under the supervision of the Contractor or the Contractor's employees.

(2) Any IRS Data made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor, an officer or employee of a subcontractor authorized per Section 7 below, or a duly authorized officer or employee of one the HIX/IES Entities, will be prohibited.

(3) All IRS Data will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(4) The Contractor certifies that the IRS Data processed during the performance of this Contract will be completely purged from all data storage components of its computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is

not possible, the Contractor certifies that any IRS Data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(5) The Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts of IRS Data, and will provide the University or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(6) All computer systems receiving, processing, storing, or transmitting IRS Data must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

(7) No work using IRS Data under this Contract will be subcontracted, other than to those subcontractors named in the Contract, without prior written approval of the IRS. All subcontractors shall agree in writing to the IRS Data Management Requirements set forth in this Schedule A.

(8) The Contractor will maintain a list of employees authorized access. Such list will be provided to the University and, upon request, to the IRS reviewing office.

(9) The University will have the right to terminate the Contract if the Contractor fails to provide the safeguards described above.

(10) The IRS Data Management Requirements set forth in this Schedule A shall be in addition to, and shall not limit, any other obligations contained in the Contract.

II. CRIMINAL/CIVIL SANCTIONS:

(1) Each officer or employee of any person to whom IRS Data is or may be disclosed will be notified in writing by such person that IRS Data disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such IRS Data for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of IRS Data may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom IRS Data is or may be disclosed shall be notified in writing by such person that any IRS Data made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of IRS Data may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful

inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the Contractor to inform its officers, employees and authorized subcontractors, of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Contractor, its employees and its authorized subcontractors' access to IRS Data must be preceded by certification that each individual understands the applicable security and procedures for safeguarding IRS information. Contractors, its employees and its authorized subcontractor must maintain their authorization to access IRS Data through annual recertification. The initial certification and recertification must be documented and placed in the Contractor's files for review. As part of the certification and at least annually afterwards, Contractor, its employees and its authorized subcontractors shall remain current in its understanding of the provisions of IRC Sections 7431, 7213, and 7213A (see Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies: Exhibit 6 of IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5 IRC Sec. IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10.0 of Publication 1075 – Reporting Improper Inspections or Disclosures) For both the initial certification and the annual certification, Contractor, its employees and its authorized subcontractors shall sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION:

To verify compliance with these IRS Data Management Requirements, the IRS and the University shall have the right to send its officers and employees into the offices and plants of the Contractor (inclusive of its subcontractors) for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the Contractor or subcontractors are found to be noncompliant with the requirements of this Schedule A.

Exhibit C – Service Level Agreement

1   Purpose

The purpose of this section is to outline the Service Level Agreement ("SLA") between CGI and Logicworks in order to define the framework for measuring service delivery by Logicworks in hosting and operating the HIX/IES System at the Logicworks Data Center.

The SLA defines the context and definition of key minimum measures and thresholds mutually agreed upon as an objective means to track the Hosting Services and the Service Penalties associated with failure to meet such measures and thresholds.

2   Definitions

1. "HIX/IES System" or "System" means the HIX/IES application and modules as provided or developed by CGI and the Managed Infrastructure hosted by Logicworks.

2. "At Risk Amount" – A mutually agreed to percentage of the monthly fee paid by CGI to Logicworks against which one or more Service Penalties is applied if Logicworks fails to achieve the specified Minimum Service Level for a specific Service Metric within the respective Measurement Interval.

3. "Issue" means a material deviation of the Managed Infrastructure to function per its documented specifications. An Issue can be associated with the underlying Managed Infrastructure if it is impacting the HIX/IES application and modules. In addition, an Issue can be associated with the performance behavior of the HIX/IES application and modules if performance is impacted in a manner that warrants initial classification as an Urgent or High Issue (pending investigation of the Issue) because it is materially impacting the use of the HIX/IES System in a manner consistent with the Issue Severity Definitions. Issues will be initially classified by the party identifying the Issue in accordance with the Issue Severity definitions defined herein. Once confirmed by Logicworks, resolution of the Issue will proceed in accordance with such classification until Logicworks informs CGI that the Issue has been resolved in a notification sent through LogicOps or through the IMC. Any in Severity level shall require the mutual agreement of the parties, which agreement shall be reached in a timely, good faith manner in accordance with the Issue Severity Definitions elsewhere in this SLA.

4. "Issue Priority" is the priority of any Issue, mutually agreed to by CGI and Logicworks as described in "Issue" paragraph 2 above. This priority indicates, within an Issue Severity level, the relative order in which Issues will be handled by Logicworks unless otherwise instructed by CGI. Priority can be defined as "Urgent", "High", "Medium", and "Low".

5. "Issue Severity" is the severity assigned to all Issues, as ultimately managed by Logicworks with input from CGI and agreed upon Issue classification as described in "Issue", paragraph 2 above. After initial assignment by the reporting party, this assignment will be reviewed as a coordinated effort between the parties based on the definitions of the severities, possible workarounds, and the impact on the functionality. The Issue Severity definitions are described in Exhibit A below.

   Exhibit A: HIX/IES Standard Issue Severity Definitions

Severity	Definition
1 - Urgent	A failure of the Managed Infrastructure has caused, or a foreseeable and likely failure of the Managed Infrastructure has potential to cause, the entire System to go down or to become unavailable and no workaround is immediately available. Use of the System cannot continue. Examples include the following to the extent they are caused by a failure of the Managed Infrastructure: • The HIX/IES System is down and completely inoperable • A large number of concurrent users are unable to access Webservers, i.e.

		HIX/IES users or external end users are experiencing page not found, access forbidden or no response from a URL monitored by Logicworks • Network outage where the Configuration is not accessible from the Internet • Primary and secondary application servers are unavailable thus rendering a Managed Server unusable. • Internet access to Logicworks' Datacenter has been interrupted preventing all inbound and outbound traffic • A large number of concurrent end users are not able to login • Anonymous browsing pages such as landing page, shopping are not available. • Response to critical security alerts. Typically Urgent Issues indicate that the System is down hard with no workaround and no ability to work in the application. Urgent issues require coordinating an Issue Management Call (IMC) with the CGI Service Delivery Manager (SDM) all parties require a post incident review and root cause analysis. During an Urgent Issue, each party shall provide the other with frequent updates as dictated by the IMC.
	2 - High	A failure of the Managed Infrastructure is directly preventing a large number of end users from using the System. High-priority Issues caused by problems with the Managed Infrastructure include but are not limited to those that render a site monitored by Logicworks unable to function, make key functions of the System inoperable, significantly slow processing of data, severely impact a high number of end users, lead to federal penalties, misdirect payments, or severely corrupt data and any workaround is unacceptable on a long term basis. Essential functions of the System are affected by the Managed Infrastructure failure such that there is a significant impact to the HIX/IES System. Example s include the following to the extent they are caused by a failure of the Managed Infrastructure: • Major aspects of the HIX/IES System are either down and inoperable while some can continue • Load balancing not functioning properly thus causing the System to be unavailable or inaccessible • A large number of errors are reported when end users are executing transactions. High denotes System not completely down due to a Managed Infrastructure failure and/or a temporary workaround can be put in place to "bandage" the issue.
	3 - Medium	These problems include those errors caused by a failure of the Managed Infrastructure that slow the processing of data by a small degree, render minor and non-critical functions of the System inoperable or unstable, and other problems that prevent end users or CGI administrators from performing some of their tasks. A problem caused by a failure of the Managed Infrastructure that impairs some functionality, but a practical workaround exists such that there is not a material impact to the HIX/IES System. Example: One or more Managed Server processes are impacted, either in timeliness or availability, but the HIX/IES System is operational
	4 - Low	These problems include all remaining Service requests made by CGI to Logicworks with respect to the Managed Infrastructure, and other problems with the Managed Infrastructure that prevent a large number of end users from performing some tasks, but in situations where a workaround is available. (i.e., A

| | | problem with the Managed Infrastructure that does not affect any production functions of the System and may be cosmetic in nature. |
| | | Example: There are some issues with the normal processing caused by a Managed Infrastructure Failure, but the HIX/IES System is operational |

6. "Live Date" means the date the HIX/IES System goes into production and is in use by   HIX/IES Entities. .

7. "Managed Server" means a Server that is part of the Managed Infrastructure and that is deployed in a redundant group (e.g., an N+1 configuration) that it has no single point of failure.

8. "Managed Server Availability" means the Total Uptime of a Managed Server used by CGI and the HIX/IES Entities in the HIX/IES System's production environment, as reported as up and available by Logicworks' monitoring systems and tools.

9. "Managed Infrastructure" means the Datacenter Facilities and all hardware, software and networking components within the Point of Demarcation on which the System operates.

10. "Managed Infrastructure Availability" means the Infrastructure for which Logicworks is responsible for providing to CGI under this Contract, is reported as up and available by the industry standard or Logicworks-developed system monitoring tools employed by Logicworks.

11. "Measurement Interval" is the period of time over which a given Service Metric is measured for purposes of determining performance. Measurement Interval is a calendar month unless otherwise specified.

12. "Minimum Service Level" is the level for a given Service Metric below which is considered a failure in . Logicworks' performance during the Measurement Interval, which will result in Service Credits awarded to CGI by Logicworks.

13. "Other Outages" are (i) outages that are caused by circumstances outside of Logicworks' responsibility or control; (for example, outages caused by application code content or compatibility, passwords or other access rights, legacy systems, CGI's delays, delays, Force Majeure events, etc.); (ii) outages caused by federal or state infrastructure and/or interface problems; (iii) outages necessary to implement emergency security patches; (iv) any reasonable action Logicworks is required to take due to violations of the   . Acceptable Use Policy; (v) any reasonable action Logicworks is required to take in reacting to a denial of service or other unauthorized attack; or (vi) Emergency Maintenance.

14. "Planned Outages" are outages that are not "Other Outages" that are documented, approved in writing, planned and scheduled in advance including maintenance performed by Logicworks on the Datacenter Facilities (e.g., core system maintenance or company-wide maintenance); such approval will not be unreasonably delayed or withheld,.

15. "Point of Demarcation" is the point(s) at the Logicworks Datacenter Facility within which the Managed Infrastructure provided by Logicworks is entirely dedicated to CGI and is solely under Logicworks' purview and management. For the Managed Infrastructure, this is the Logicworks-managed network device(s) that are the first point in the data path that is dedicated solely to CGI after network traffic has transitioned from dedicated third-party telecommunications equipment to the Managed Infrastructure components. CGI's dedicated network begins at that network device(s), but CGI is not responsible for maintaining or supporting the actual network device(s) itself. Logicworks is responsible for all support of the network device(s) attached to Logicworks provisioned telecommunications circuit(s).

16. "Provisioned Date" means the date that Logicworks provides CGI with access to the Configuration (as defined in the MSA) or when Logicworks informs CGI by email that the Configuration is accessible over the Internet and that its password(s) are available.

17. "Scheduled Maintenance" means the actual maintenance to be provided by Logicworks during any Scheduled Maintenance Period, which is mutually prioritized and agreed upon in good faith by Logicworks and CGI, including maintenance related to Managed Servers and Managed Infrastructure.

18. "Scheduled Maintenance Period" is any time when Scheduled Maintenance is to be performed on the Configuration. The standard Scheduled Maintenance Period is, unless otherwise agreed, one Saturday a month from 11:00 pm ET to Sunday at 5:00 am New York, NY time, although generally not lasting the entire period and two additional 2-hour periods to occur between 11:00 p.m. on one or two Saturdays and 5 a.m. on one or two Sundays. The parties shall use good faith efforts to mutually agree upon such dates in a timely and reasonable manner. For the avoidance of doubt, the parties agree that the two additional

2-hour periods may occur consecutively thus creating one 4-hour period. The parties further agree that should additional Scheduled Maintenance Periods be required in a given month that approval for such periods will not be unreasonably withheld.

19. "Service Credits" are credits by Logicworks to CGI as a result of a failure by Logicworks to achieve the specified Minimum Service Level for a specific Service Metric. The Service Credit is equal to the At Risk Amount multiplied by the Service Penalty for the respective Service Metric. This amount is accrued and reconciled for each calendar month, and applied to the next applicable monthly invoice by Logicworks.

20. "Service Level" is a target for a specific Service Metric against which Logicworks' performance is to be measured and reported. "Service Levels" are the collective set of Service Levels across the respective Service Metrics, specifically including the Minimum Service Level.

21. "Service Metrics" are the specific units of measure mapping to the objectives for which Service Levels are established (as further defined in this SLA).

22. "Service Penalty" is the amount for each Service Metric that is factored against the At Risk Amount for purposes of calculating any Service Credits relative to the applicable Service Level(s) during a given Measurement Interval.

23. "Total Planned Uptime" refers to the total minutes in the month of Managed Infrastructure Availability or Managed Server Availability, as applicable. Managed Infrastructure Availability and Managed Server Availability are measured 24/7/365 based on the number of minutes in the calendar month being measured. Total Planned Uptime excludes (i) Scheduled Maintenance; (ii) Other Outages; and (iii) any Planned Outages specifically agreed by the parties in writing as excluded from Total Planned Uptime.

24. "Total Uptime" refers to the total minutes in the month of actual Managed Infrastructure Availability and Managed Server Availability as applicable. Total Uptime equals Total Planned Uptime minus unscheduled outages (or "Downtime"), which are determined by incidents reported by either party resulting in an Issue, excluding Issues for which Logicworks does not have responsibility under the Contract.

25. "Uptime Percentage" refers to the percentage of minutes that the Managed Infrastructure or Managed Server, as applicable is available is calculated as follows:

The calculation is: Uptime Percentage = (Total Uptime / Total Planned Uptime).

3 Scope of Applicability

Detailed Explanation as to When and How the SLA Applies

1. While not specific to a Service Metric, Logicworks availability in support of delivering the Hosting Services and the SLA is as follows:

   Logicworks and CGI staff on-call 24/7/365 for the HIX/IES System production application Urgent and High Issues

   CGI staff on-call from 8:00 a.m. to 8:00 p.m. on business days for the HIX/IES System non-production application Urgent and High Issues. CGI's service delivery manager will be on call 24/7/365..

2. The Service Metrics and Levels are applicable to Managed Servers and the Managed Infrastructure, as appropriate for each Service Metric. Creation of data/Content to be sent to Logicworks or processing data returned by Logicworks are the responsibility of CGI.

3. The Service Metrics and associated Service Levels apply to the Configuration and use thereof, unless specifically noted otherwise. In the event that a single Issue affects more than one Service Level, only the Service Metric with the highest Service Penalty will apply with respect to any Service Credits issued by Logicworks to CGI. However, other unrelated incidents resulting in Issues will be considered as separate events and aggregated with respect to measuring performance against each Service Metric and associated Service Levels.

4. CGI and Logicworks will coordinate Scheduled Maintenance Periods at least two (2) calendar weeks in

advance. Exceptions may be needed if a situation arises that puts achievement of the target Service Metrics and associated Service Levels at risk, hence jeopardizing expected operations of the System. Such maintenance shall be timed to coincide with times of minimal traffic or use of the HIX/IES System. Logicworks reserves the right to immediately request and institute a Scheduled Maintenance Period at any time of the day if Logicworks reasonably determines that a failure to act immediately would lead to significant harm to either Logicworks or CGI. Every reasonable effort will be made to obtain CGI's prior approval of such action in writing. Scheduled Maintenance Periods under these circumstances cannot be associated with an Issue or a situation that Logicworks could have reasonably been expected to mitigate within Logicworks' boundaries of responsibility under this SOW.

5. Any events or situations affecting the System for which Logicworks is not responsible will not be counted toward Logicworks' ability to achieve the Minimum Service Level(s) associated with the respective Service Metric(s). This includes (i) acts, errors, or omissions of CGI or any of its suppliers or contractors; (ii) any failures caused by Collocated Devices, (iii) the inability of Contractor to take corrective action without violating government instructions or procedures; (iv) failure of any hardware or software no longer being supported by the manufacturer and for which reasonable time has not been provided during a Scheduled Maintenance Period or Planned Outage to upgrade such hardware or software; or (v) insufficient hardware, software, or telecommunications resources required to meet CGI's needs, and for which CGI did not agree to either upgrade or provide additional resources despite Contractor's appropriately justified and substantiated recommendation.

6. If Logicworks is waiting on CGI for additional necessary information requested by Logicworks during resolution of an Issue, measurement of Logicworks' non-conformance with the respective Service Metric and associated Service Levels being impacted is suspended until CGI's response with the requisite information is received. Once Logicworks makes available a fix or correction to remediate an Issue impacting one or more Service Metrics, measurement of Logicworks' non-conformance with the respective Service Metric and associated Service Levels being impacted ends. As an example, Logicworks is not responsible for additional time associated with subsequent CGI required approvals or procedures related to the application of the fix or correction. If, upon application of the fix or correction, the Issue is not remediated, Logicworks will again be subject to measurement of non-conformance against the Service Metric, upon notification by CGI to Logicworks or acknowledgement by Logicworks to CGI of the new or continued situation. Unless otherwise agreed to by both parties, if notice is by the end of the following Business Day after Logicworks delivers an applied fix or correction to CGI for CGI to test, continuation of resolution time will be against the original Issue and resolution time will begin to accrue again upon CGI's notification, otherwise a new Issue is logged. However, none of these situations relieve Logicworks from responsibility to support resolution or remediation of a situation if any part of the cause or ability to resolve fall within Logicworks' responsibilities as set forth herein.

7. Service Metrics and associated Service Level calculations as well as Service Credits will be suspended during an active Force Majeure. In the event of a Disaster Recovery scenario, as mutually agreed by Logicworks and CGI in writing, only the Disaster Recovery metrics shall apply.

8. Logicworks requires devices to be purchased and configured in redundant pairs or N+1 redundant groups in order to qualify for SLA for the Production environment.

9. For the purposes of replacing a failed device, the time required to restore data from backups, reformat disks or RAID arrays, reload or configure operating systems, is not included.

10. Logicworks monitoring, measurement, and responsibility will be within the Point of Demarcation.

11. Downtime and Incident Response times will be measured from the first to occur of the following: (A) Client reports the Downtime or Issue by submitting a ticket through LogicOps; (B) Client reports the Downtime or Issue by calling Logicworks' network operations center; and (C) Logicworks monitoring tools detect the Issue or Downtime and generate an alert.

12. If there is a Managed Server or Managed Infrastructure component failure that does not impact the production HIX/IES System availability, i.e. failover and/or high availability masks the problem from the end clients, then the Environment Metrics are not impacted.

4   SLA Management

1. Logicworks shall implement and utilize its current measurement and monitoring methods, tools, and procedures to track and report Logicworks' performance in delivering the Hosting Services relative to the applicable Service Levels to the extent necessary to produce a monthly report.

2. The monthly report will be delivered for the Services on a monthly basis as per the agreed upon invoicing schedule. The report measures and documents the performance of Logicworks' Services relative to the Service Levels and CGI's usage of Services. The report details the Service Metrics relative to the Service Levels, the actual measured level of performance for each Service Metric, and any resulting monthly Service Credits. If CGI believes, based on data obtained via its own monitoring, that Logicworks did not achieve the Minimum Service Level for any of the Application Metrics, CGI will use commercially reasonable efforts to notify Logicworks within 15 business days from receipt of the monthly report provided by Logicworks indicating the respective Minimum Service Level was achieved to question in writing Logicworks' associated and reported performance.

   Should CGI question Logicworks performance as noted above, Logicworks and CGI agree to jointly, objectively, and in good faith, to review each party's monitoring data as applicable to Logicworks' responsibilities within the Point of Demarcation herein within thirty (30) days following receipt of CGI's assertion. If Logicworks and CGI do not reach agreement, CGI may invoke the process outlined in Section 26 (Informal Dispute Resolution) of the Prime Contract Flow Downs and would inform Logicworks in writing of its intent to do so within ten (10) business days following the thirty (30) day period.

3. In all cases, Logicworks will be responsible for measuring Service Levels with industry standard tools and providing CGI appropriate Service Credits based on calculations as set forth in this SLA.

4. The initial measurement Interval for purposes of calculating Service Credits begins with the date indicated in the applicable row of the "Start Date of SLA Metric Measurement" column set forth in Section 5 Service Metrics and Service Levels chart below. Notwithstanding the absence of Service Credits during these periods, Logicworks will continue to remain subject to all its other obligations as set forth in this SLA.

5 Service Metrics and Service Levels

If Logicworks performance falls below the identified Minimum Service Level, CGI would be entitled to the associated percentage of the At Risk Amount (based on the Service Penalty) as a Service Credit to be accrued and reconciled monthly. The Service Credit is capped and shall not exceed an At Risk Amount of 20% of the monthly fees paid to Logicworks for any and all failures during the Measurement Period in which Logicworks' respective performance was below the Minimum Service Level. In no month will the aggregate Service Credit for all failures be greater than this amount. To the extent that an Issue requires a software correction to the HIX/IES System to remedy, Logicworks is relieved of the corresponding Service Penalty under this Section 5.

Exhibit C: Service Metrics

Service Metric	Category	Service Penalty	Service Level	Environment	Start Date of SLA Metric Measurement and Service Credit
Environment Metrics					
Managed Server Availability to the extent caused by Managed Infrastructure issues or failures	Uptime Percentage	50%	99.95%	Production Only	Live Date
Managed Infrastructure Availability	Uptime Percentage	50%	99.98%	Production	Live Date
			98% Monday – Friday 8am – 8pm	UAT and Training	Provisioned Date

			Eastern Time Zone		
Application Metrics					
HIX/IES Application Performance	Transaction Performance	30%	This Service Metric applies to LogicWorks if transaction performance is impacted and CGI is assessed with a Service Penalty for this Service Metric to the extent that the root cause is a hardware fault or failure (excluding Collocated Devices). CGI transactions will be impacted if, as reported by the CGI monitoring tools, the following response times are not achieved: <table><tr><td>Simple Transactions</td><td>1.45 seconds or less</td></tr><tr><td>Complex Transactions</td><td>2.5 seconds or less</td></tr></table> Approach to determining Response Time: For online web based access, the response time will be measured as the interval from the time the end point web server receives each individual user request to the time a response is sent back from the web server, as averaged for each hour. For example, if the user presses the 'Submit' button, the calculation shall commence from the time the end point web server receives the request to the point when the web server returns the request. External network time shall not be included in this calculation.	Production Only	Live Date
Issue Notification Metrics [1, 2, 3]					
Urgent & High	Notification	20 %	Begin review and diagnosis within 1 hour of receipt of Issue. Urgent: Resolution efforts begin upon notification and continues 24x7 until resolved. Urgent Issue resolution time will be based on complexity as follows: <table><tr><td>High</td><td>8 Business hours</td></tr><tr><td>Medium</td><td>4 Business Hrs</td></tr><tr><td>Simple</td><td>4 Business Hrs</td></tr></table> High: Resolution efforts begin after Urgent Issues are resolved in consideration of Issue Priority. High issue resolution time will be based on complexity as follows:	Production (All Issues) ----------------------- UAT & Training (Infrastructure Issues Only)	,Live Date ----------------------- Provisioned Date

			High	12 Business hours		
			Medium	4 Business Hrs		
			Simple	4 Business Hrs		

Should a temporary work around be available, it should be provided as soon as possible.

Medium & Low	Notification	20%	Begin review and diagnosis within 4 hours of receipt of Issue. Medium: Resolution efforts begin after Urgent and High Issues are resolved and in consideration of Issue Priority. Medium Issue resolution time will be based on complexity as follows: High — 18 hours Medium — 12 hours Simple — 6 hours Low: Resolution efforts begin after Urgent, High, Medium Issues are resolved and in consideration of Issue Priority. Low Issue resolution time will be based on complexity as follows: High — 3 Business Days Medium — 2 Business Days Simple — 1 Business Days	Production (All issues) ----------------------- UAT, Training (Infrastructure issues Only)	Live Date ----------------- Provisioned Date

Provisioning Metrics

Physical Servers	Infrastructure Request queue Quantity: 1-5 Quantity: 6-10 Quantity: 10+	5 %	Resource available within: 10 Business Days of receipt of executed Service Order 20 Business Days of receipt of executed Service Order According to agreed project plan	All	Executed Service Order
Virtual Machines	Infrastructure Request queue Quantity: 1-5 Quantity: 6-10 Quantity: 10+	5 %	Resource available within: 2 Business Days of receipt of executed Service Order 4 Business Days of receipt of executed Service Order According to agreed project plan	All	Executed Service Order
Managed Services for Virtual	Infrastructure Request	5 %	Managed Services double provisioning times for VMs	All	Executed Service Order

Machines (monitoring, alerting, backups)					
SAN Storage	Infrastructure Request involving existing LUNS (e.g., adding storage mount points within an existing LUN configuration)	5 %	Resource available within 1 Business Day of receipt of executed Service Order	All	Executed Service Order
SAN Storage	Infrastructure Request that modifies storage configurations (e.g. new LUNs, or LUNs changes that require a maintenance window)	5 %	Resource available within 5 Business Days of receipt of executed Service Order	All	Executed Service Order

Limitations on provisioning credits:

a) Provisioning requests designated as affecting production will be expedited.

b) Virtual Machines must be deployed from approved templates. VMs that are deployed from approved templates may not require the full provisioning time above.

c) Provisioning times are measured end-to-end beginning from when the executed Service Order is received by Logicworks and ending upon acceptance by CGI. Time waiting for CGI's review, approval and acceptance is not included in this measurement.

d) Maintenance or change management times are not calculated (e.g., change management times related to request preparation (change management meetings) and execution (scheduling and approving maintenance windows)).

e) Provisioning of resources such as VMs may, for practical purposes, require additional physical servers (hosts) or more extensive upgrades such as storage or networking components. These dependencies must be excluded in calculating Provisioning Metric calculation.

f) Any Infrastructure Requests that require third-party components may involve procurement time from those third-parties that will be excluded from the Provision Metric calculation.

Disaster Recovery Targets					
Recovery Time Objective (RTO) (Infrastructure)	Restoration	10 %	Within 6 hours of a declaration of disaster	Production Only	Live Date
Recovery Time Objective (RTO) (Data)	Restoration	10 %	Within 12 hours of a declaration of disaster	Production Only	Live Date
Recovery Point Objective (RPO)	Restoration	5%	No greater than 30 minutes loss of data	Production Only	Live Date

General Metrics

(1) Target Customer (CGI) Status Update Time is as follows or as mutually agreed upon between the parties during an Issue Management Call. Urgent progress updates shall be every 30 minutes or as mutually agreed and High Issues progress updates shall be, every 2 hours, low and medium Issues progress updates shall be weekly. A reasonable workaround would trigger re-evaluation of the respective Severity. Should an Issue arise that cannot reasonably be addressed within the Target timeframe, both parties agree to collaborate on a mutually agreed upon action plan that will then govern its resolution.

(2) The times set forth for issue response time metrics shall commence upon the earlier of the time at which CGI gives notice to Logicworks via the contact point, or Logicworks identifies the Issue.

(3) Low Severity Issues will be undertaken with priority as soon as possible upon receipt of such requests if associated with resolution of Urgent or High Issues.

BASIC SERVICES AND RESPONSIBILITIES

I. **MANAGED SERVICES AND MANAGED SERVERS.** The responsibilities set forth in this Section I of the Responsibility Matrix apply to all Hosting Services, including the Configuration, all Collocated Equipment, and all cloud services as specified and configured for the **HIX/IES System.**

A	Facilities	Subcontractor Logicworks Responsible	Contractor CGI Responsible	HIX/IES Entities Responsible	HIX/IES Entities Input (I) Approve (A)
1.	Use applicable best industry practices provide facilities power, facilities backup power, HVAC, 24x7 physical security (e.g., guarded services, perimeter controls, video surveillance, etc), biometrics, Data Center space, VESDA, fire suppression, and environmental controls	✓			
2.	Provide Internet access via multiple upstream providers with Border Gateway Protocol (BGP) and redundant internet connectivity	✓			
3.	Maintain Colocated Devices as per Section 16 of the MSA	✓	✓		
4.	Maintain insurance for collocated equipment, if any			✓	
5.	Data Center visitation/tours (floor only)	✓			A
6.	Provide power, space, and remote hands to physically connect and power cycle colocated devices.	✓			
7.	Configure, troubleshoot, maintain software for colocated devices; direct remote hands requests		✓		
8.	Escort hardware vendor support in datacenter facilities under Professional Services	✓			

Exhibit D – Responsibility Matrix

B. Infrastructure and Support	Subcontractor	Contractor	HIX/IES Entities
	LogicWorks	CGI	
	Responsible	Responsible	Input (I) Approve(A)
1. Execute upgrades and maintenance to the Managed Infrastructure	✓		
2. Provide 24x7x365 availability of Managed Infrastructure, excluding maintenance windows	✓		
3. Monitor Managed Infrastructure health, including compute node and storage layer health	✓		
4. Notify CGI of maintenance that may result in unavailability of the Infrastructure or Cloud Servers on a specific compute node	✓		
5. Notify HIX/IES Entities of maintenance that may result in unavailability of the Infrastructure or Cloud Servers on a specific compute node	✓		
6. Collaboratively test the portions of the Configuration with high availability hardware redundancy fail over capabilities (automatic failover from one device to another) execute properly in the event of isolated compute node failures	✓	✓	
7. Collaboratively test application failover upon high availability hardware failovers		✓	
8. Provide online support through LogicWorks' Portal including documentation and forums that already exist or as may be made generally available by LogicWorks for such Cloud Services	✓	✓	
9. Provide naming conventions for server names that complies with all applicable security standards, keeping in mind that physical labels on servers match logical server names			
10. Replace defective hardware within four 4 hours of diagnosis by LogicWorks	✓		

Exhibit D – Responsibility Matrix

C. Networking Capability	Subcontractor Logicworks Responsible	Contractor CGI Responsible	HIX/IES Entities Input (I) Approve(A)
1. Provide network connectivity between the HIX/IES Entities' Chelsea and Springfield Massachusetts data centers and the Data Center and configure network connectivity in HIX/IES facilities		✓	
2. Configure and provide support for HIX/IES Entities' vendor supplied CPE (customer premise equipment), including coordinating any on-site access for vendor support personnel or Logicworks provided remote hands services through authorized CGI contacts for colocation support			✓
3. Set up networking architecture at the Data Center and Disaster Recovery sites to connect into demarcation point provided by CGI (CPE, other port delivered to Logicworks' demarcation rack) to provide dedicated and secure network access to the HIX/IES' Chelsea and Springfield Massachusetts data centers delivered by HIX/IES Entities via the Commonwealth of Massachusetts' provided MPLS private connections.	✓		
4. Provide appropriate number of network switch ports to accommodate public, private, and service delivery networks. Provide a justifiable number of IP addresses from a pool of IP addresses. Advise on available resources as already purchased on Service Order(s) for additional deployments and configuration changes	✓		
5. Supply ongoing operational support for the network infrastructure for the networking services provided by Logicworks .	✓		
6. Set up and configuration, on-going monitoring and administration, troubleshooting and problem resolution for load balancing services	✓		
7. Configuration of rules based load balancing, filtering, traffic scripting, and other configurations which require specific knowledge of the application (ie. protocol switching, URL rewrites, etc.)		✓	

Exhibit D – Responsibility Matrix

D. Provisioning	Subcontractor Logicworks Responsible	Contractor CGI Responsible	HIX/IES Entities Input (I) Approve(A)
1. Specify Configuration sufficient to meet the HIX/IES Entity's contracted needs, including performance and making any changes in the Configuration used in performing the Hosting Services that Contractor determines to be necessary or appropriate, including without limitation, changes in security, facilities, computer hardware, systems and/or applications software, programming languages data communications, and location of systems and service equipment. All changes to Configuration require the HIX/IES Entities' prior written approval, except that in (i) an emergency where obtaining such approval is not reasonably possible, or (b) where such Configuration change is required for Contractor to meet the SLA, Contractor may make such change and immediately notify the HIX/IES Entities.		✓	A
2. Deploy the Configuration, as specified in Service Orders, Build Orders, and change requests, and make any changes in the Configuration used in performing the Hosting Services that CGI determines to be necessary or appropriate, including changes in security, facilities, computer hardware, operating systems, and location of systems and service equipment as included in the services or under mutually agreed to Professional Services	✓		
3. Build the Configuration	✓		
4. Provide the CGI with the use of the Configuration	✓		
5. Execute upgrades or modifications to the Configuration as requested by CGI and set forth in a mutually agreed Service Orders	✓		
6. Comply with Logicworks Technical Policies regarding the deprecation of hardware and/or software		✓	
7. For every component of the Managed Application being hosted under the Service Order(s), maintain and deploy on redundant hardware of equal specifications for all constituent servers and devices		✓	A
8. For every component of the Managed Infrastructure being hosted under the Service Order(s), except the SAN, maintain redundant hardware of equal specifications for all constituent servers and devices	✓	✓	
9. Install, configure, monitor and maintain operating systems	✓		

Exhibit D – Responsibility Matrix

E. Monitoring and Response	Subcontractor Logicworks Responsible	Contractor CGI Responsible	HX/HS Entities Responsible	HX/HS Entities Input (I) Approve(A)
1. Monitor the availability of servers and devices 24x7x365	✓			
2. Collaboratively work with CGI to set up health checks for application health and availability to be monitored and test monitors prior to going live	✓			
3. Collaboratively work with Logicworks to set up health checks for application health and availability to be monitored and test monitors prior to going live, including creating URLs, web pages, scripts, and synthetic transactions as appropriate to tests through all levels of the application		✓		
4. Monitor for application health and availability using Logicworks monitoring tools pursuant to written instructions agreed to by Logicworks and CGI		✓		
5. Monitor for infrastructure health and availability pursuant to written instructions agreed to by Logicworks and CGI	✓			
6. Before going live, collaborate with Logicworks on appropriate monitoring, alerting, notification and response procedure documentation. On an ongoing basis update Logicworks as necessary		✓		A
7. Before going live, provide a detailed written description to CGI of all monitoring, alerting, notification and response procedures on record. On an ongoing basis review upon request with CGI	✓	✓		
8. Collaboratively develop, implement, and test, emergency failover procedures for detected failures before going live.	✓	✓		
9. Execute emergency failover procedures in response to application or infrastructure failure	✓	✓		A
10. Provide up-to-date contact information via LogicOps for contact authorization, monitoring, alerting and response procedures, including an up-to-date contact distribution list with specific response and escalation instructions for complex contact protocols with numerous parties	✓	✓		
11. Notify Logicworks in writing of any maintenance that may knowingly result in application unavailability or system alerts		✓		A

Exhibit D – Responsibility Matrix

F. Security and Patching	Contractor		HIX/IES Entities
	Via Logicworks Responsible	Via CGI Responsible	Input (I) Approve (A)
1. Apply operating system critical security updates (e.g., patches addressing vulnerabilities that allow remote root or Administrator exploits) for infrastructure through announced emergency maintenance and notify CGI authorized contacts	✓		
2. Apply critical security updates (e.g., patches addressing vulnerabilities that allow remote root or Administrator exploits) for application components through announced emergency maintenance and notify Logicworks and HIX/IES Entities		✓	
3. Obtain CGI written approval for and apply quarterly critical security patches through planned maintenance in accordance with the SLA.	✓		
4. Obtain HIX/IES Entities written approval for and apply quarterly critical security patches through planned maintenance in accordance with the SLA.		✓	A
5. Manage firewalls and implement access changes as requested by authorized CGI contact in writing, including, management, monitoring and Managed Infrastructure-related event notification		✓	N/A
6. Request firewall changes and access changes as necessary with HIX/IES Entities' Input and Approval		✓	N/A
7. Comply with all applicable Managed Application confidentiality and security requirements of the Contract		✓	
8. Comply with all applicable Managed Infrastructure confidentiality and security requirements of the Contract	✓		
9. Maintain and follow security procedures as specified in Logicworks' SSAE No. 16 audit	✓		
10. Follow the LogicWorks Security Policy dated July 31, 2012	✓		
11. Provide security monitoring, intrusion detection and vulnerability scanning through Services included on a Service Order	✓		
12. Maintain a detailed written data security program, which shall include reasonable and appropriate technical, organizational and security measures against the destruction, loss, unauthorized access or alteration of data and which shall (i), include a HIPAA risk assessment based on NIST special publication 800-53 (no later than May 2013), PCI-DSS, and facilitate CGI with appropriate resources to achieve HIPAA risk assessment and ISO 27000, as applicableand (ii) shall be updated as necessary to meet any future HIX/IES Entity requirements or obligations imposed on HIX/IES Entities by law.	✓	A	
13. Permit CGI authorized contacts and CGI authorized guests to inspect/audit compliance with the above referenced data security program, except as otherwise required by law, at reasonable times and upon reasonable notice and in such a manner so as not to interfere with normal business activities.	✓		
14. Obtain CGI's prior written consent to any changes to the Hosting Services that will	✓		

Exhibit D – Responsibility Matrix

F. Security and Patching	Contractor		HIX/IES Entities
	Via Logicworks Responsible	Via CGI Responsible	Input (I) Approve(A)
knowingly materially weaken any technical, organizational or security measures in place to safeguard Data, or result in Logicworks' failure to meet any of the applicable minimum standards set forth in the Contract, including theService Order(s).			
15. Obtain HIX/IES Entities' prior written consent to any changes to the Hosting Services that will materially weaken any technical, organizational or security measures in place to safeguard Data, or result in the failure to meet any of the minimum standards set forth in the Contract, including the Service Order(s).		✓	

Exhibit D – Responsibility Matrix

C. Security Breach Reporting	Subcontractor Logicworks Responsible	Contractor CGI Responsible	HIX/IES Entities Input (I) Approve(A)
1. Provide and continually update an escalation list of CGI personnel for use in the event of breach or imminent and foreseeable potential breach of security		✓	
2. Upon discovery or notification of a breach or imminent and foreseeable potential breach of security relating to Data stored in the hosted environment, immediately (i) notify the designated contacts on the escalation list provided by CGI at the time of execution of this Service Order, of such breach or imminent potential breach	✓		
3. Upon discovery or notification of a breach or imminent and foreseeable potential breach of physical or network security relating to Data stored in the Configuration, including but not limited to, break-in to the Data Center, un-authorized access or vandalism to the Hosting Equipment,immediatelypromply perform a root cause analysis regarding infrastructure and Logicworks provided services and promptly prepare a corrective action plan.	✓		
4. Upon discovery or notification of a breach or imminent potential foreseeable breach of security relating to Data stored in the hosted environment, including but not limited to un-authorized logical access, access to decrypted PHI, application level software vulnerabilities, etc., promptly collaboratively perform a root cause analysis.	✓	✓	
5. Upon discovery or notification of a breach or imminent potential foreseeable breach of security relating to Data stored in the hosted environment, including but not limited to un-authorized logical access, access to decrypted PHI, application level software vulnerabilities, etc., promptly prepare a corrective action plan.	✓	✓	
6. Upon discovery or notification of a breach or imminent potential foreseeable breach of security relating to Data stored in the hosted environment coordinate participation of HIX/IES Entities' participation in root cause analysis if so desired by HIX/IES Entities	✓	✓	I/A
7. Upon discovery or notification of a breach or imminent foreseeable potential physical, network, or application level breach of security relating to Data stored in the hosted environment, Logicworks shall provide ongoing progress updates in accordance with the incident management procedures while the root cause analysis is conducted. Logicworks will provide preliminary written reports of its findings and proposed actions to CGI for their review and approval within 8 hours of the root cause determination and which may be amended as additional information becomes available.	✓		
8. Communicate Logicworks progress updates to applicable third parties including HIX/IES Entities		✓	
9. Logicworks shall remediate breaches or imminent potential breaches of physical, network, or Logicworks' provided service security and take commercially reasonable actions to prevent its recurrence according to proposed actions	✓		

Exhibit D – Responsibility Matrix

G. Security Breach Reporting	Subcontractor Logicworks Responsible	Contractor CGI Responsible	HIXIES Entities Input (I) Approve (A)
10. CGI shall remediate breaches or imminent potential breaches due to unauthorized logical access, access to decrypted PHI, application level software vulnerabilities, etc. and take commercially reasonable actions to prevent its recurrence according to proposed actions			
11.	✓		
12. Implement pre-defined, written procedures for (i) reporting Security Incidents originating from, affecting, or potentially affecting the University using established Secretariat security incident handling procedures and ensure appropriate notification to the Commonwealth Chief Information Officer (CIO) and Commonwealth Chief Security Officer (CSO) through their Secretariat Chief Information Officers (SCIOs); (ii) providing notifications required by laws such as M.G.L., Ch 93H; and (iii) contacting the Governor's Chief Legal Counsel and ITD about security incidents that may constitute criminal conduct, except for cases where emergency or regulatory circumstances (e.g. immediate threat to health, public safety or critical financial services) require the immediate assistance and involvement of law enforcement or when failure to contact law enforcement would delay or otherwise interfere with their appropriate involvement; and (iv) notifying the Information Technology Division and the Division of Public Records as soon as practical and without unreasonable delay of Security Incidents.	✓	✓	
13. Follow pre-defined, written procedures for reporting Security Incidents distributed to Logicworks by CGI, and in which contacts are already listed as authorized CGI contacts	✓		

Exhibit D – Responsibility Matrix

H. Managed Security Services	Subcontractor Logicworks (Responsible)	Contractor CGI (Responsible)	HK/IES Entities (Input (I) Approve(A))
1. Provide continuous active monitoring via the following third party products or similar: • Intrusion Detection System (Alert Logic) • Log Manager (Alert Logic) • Stingray Application Firewall (Riverbed)	✓		
2. Provide continuous active authentication via the following third party products or similar: • Two-Factor Authentication (VASCO)	✓		
3. Provide CGI with self-service vulnerability testing capability on a monthly basis via the following third party and product: • Vulnerability Scanning (Alert Logic)	✓		
4. Coordinate and perform self-service vulnerability testing		✓	

Exhibit D – Responsibility Matrix

Administration and Support	Subcontractor Logicworks Responsible	Contractor CGI Responsible	HIX/IES Entities Input (I) Approve (A)
1. Provide service delivery services to CGI with respect to incident management, problem management, change management, configuration management and security management relative to the Hosting services	✓		
2. Provide service delivery services to HIX/IES Entities with respect to problem management, change management, configuration management and security management relative to the Hosting services		✓	
3. Provide emergency (i.e., application down) support 24x7x365 in accordance with the escalation procedures set forth in the SLA for infrastructure and Logicworks service related issues	✓		
4. Provide emergency (i.e., application down) support 24x7x365 in accordance with the escalation procedures set forth in the SLA for hosted application issues which are not infrastructure related or which require CGI action in the event of a high-availability failover at the hardware or infrastructure level		✓	
5. With respect to the infrastructure and Logicworks provided services, provide systems, network, and security administration, which includes the following: (1) operating system installation, maintenance and upgrading; (2) responding to trouble tickets and alerts; (3) performing routine network administration and maintenance; (4) systems database administration to ensure high-availability; (5) replacing failed Hosting equipment; (6) operating system security patching; and (7) maintaining a LogicOps client portal	✓		
6. Develop, maintain and support all HIX/IES Entities system applications and Content, including tuning services upon which the HIX/IES system being hosted is dependent (e.g. Apache)		✓	
7. Request off-peak, non-emergency maintenance 48 hours in advance	✓	✓	
8. Coordinate off-peak, non-emergency maintenance 48 hours in advance with HIX/IES Entities		✓	A
9. Maintain the compatibility of all HIX/IES system applications and Content with O/S version, security patch levels, and version upgrades		✓	I & A
10. Provide dedicated service delivery manager acceptable to CGI, to provide services including without limitation: (i) single point of contact, (ii) communication, (iii) status reports, capacity reports and other mutually agreed upon reports, (iv) coordination of all Hosting Services, (v) escalation management and (vi) comprehensive asset and configuration management inventory on a periodic basis, including any repurposing of equipment, significant configuration updates, and patch management for Logicworks provided services. CGI may request removal of the SDM for failure to perform or other lawful reasons upon written notice to Contractor and providing an opportunity to discuss and remediate concerns. If the Parties			

Exhibit D – Responsibility Matrix

I. Administration and Support	Subcontractor Logicworks — Responsible	Contractor CGI	HIX/IES Entities — Responsible	HIX/IES Entities — Input (I) Approve (A)
are unable to resolve the issue, Logicworks will promptly remove such individual.				
11. Maintaining inventory of all logical IT assets not provided by Logicworks and identifying ownership of those assets, including location, classification, owners, access lists, vulnerabilities		✓		
12. Provide dedicated service delivery manager acceptable to HIX/IES Entities, to provide services including without limitation: (i) single point of contact, (ii) communication, (iii) status reports, capacity reports and other mutually agreed upon reports, (iv) coordination of all Hosting Services, (v) escalation management and (vi) comprehensive asset and configuration management inventory on a periodic basis, including any repurposing of equipment, significant configuration updates, and patch management for the HIX/IES Entities system applications and Content.		✓		
13. Develop an auditable change control process using Logicworks' existing tools and ticketing portal for tracking all changes to the environment and maintain detailed documentation of the Configuration, history of changes implemented and provide such materials toCGI on a periodic basis.	✓	✓		

Exhibit D – Responsibility Matrix

Help Desk	Subcontractor Logicworks Responsible	Contractor CGI Responsible	HIX/IES Entities Input (I) Approve(A)
1. Provide live technical support 365 x 24 x 7 to CGI for Managed Infrastructure via web, email and telephone	✓		
2. Provide live technical support 365 x 24 x 7 for HIX/IES System and Collocated Devices, per Section 16 in the MSA via web, email and telephone. CGI US helpdesk will be the entry point of contact for both HIX/IES system and infrastructure.		✓	
3. Prioritize issues in accordance with the SLA	✓	✓	
4. Provide ticketing and monitoring system for CGI via an internet browser that: • provides open and closed ticket reporting services • provides knowledge base for commonly encountered issues with monitored environment • tracks help desk statistics by engineer for ticket open time vs. time closed, and resolution • offers management dashboard access and reporting to track availability and key performance indicators • provides scheduled progress reports		✓	I/A

Exhibit D – Responsibility Matrix

K. Backup and Restoration	Subcontractor Logicworks Responsible	Contractor CGI Responsible	HIX/ES Entities Input (I) Approve (A)
1. Provide a robust off-site backup service that provides for backup of Content, Configuration settings, transaction data, and file system backups, for all servers through the use of a secure firewall-protected backup facility. Best security practices (encryption of backups, management of encryption key exclusive to backup processes, etc.) must be utilized for storing all backup data.	✓		
2. Automate all backup processes to the extent feasible, and maintain backup logs, space permitting, to document that backups occurred as planned and as directed by CGI	✓		
3. Specify required backups for each of the environments (development, integration, testing, QA, production and disaster recovery)		✓	
4. Take separate backups for each of the environments (development, integration, testing, QA, production and disaster recovery) as specified by CGI	✓		
5. Copy and/or move Data off-site on a nightly basis	✓		
6. Initialize restoration request within 1 hour of receipt	✓		
7. Manually re-attempt backups within 24 hours of receiving backup failure alert	✓		
8. Maintain sufficient committed backup storage space for a minimum of 2 restore points per server		✓	A
9. Determine backup storage requirements on a per server basis based on days retention required		✓	
10. Notify Logicworks of all changes to a server that may affect backups, e.g., a change in partitions, etc.		✓	
11. Configure custom backups for data contained in files held open by the operating system, including database files		✓	✓

Exhibit D – Responsibility Matrix

Disaster Recovery*	Subcontractor Logicworks Responsible	Contractor CGI Responsible	HIX/IES Entities Input (I) Approve(A)
1. Collaborate to prepare and provide a Disaster Recovery Plan	✓	✓	A
2. Maintain industry accepted and documented practices and procedures designed to safeguard the Data and the data processing capability within the Data Center throughout the Hosting Term and during any transition.	✓	.	
3. Provide a Hot Site available to restore the HIX/IES System, Data and data processing capabilities as specified in a Service Order should a Disaster occur at the Data Center. For clarity, Disaster Recovery applies to the HIX/IES System including Commonwealth or HIX/IES Entity provided Collocated Devices which are provided for the Hot Site; but excludes any legacy or mainframe components currently owned by the HIX/IES Entities. Any Commonwealth or HIX/IES Entity Collocated Devices in the HIX/IES System will also need to be provided by the HIX/IES Entities for deployment in the Hot Site. Anything hosted outside of Logicworks Data Center is not the responsibility of Logicworks	✓	✓	
4. In the event of a declared Disaster, restore Data and systems according to the Disaster Recovery Plan, including restoring the infrastructure and Data in accordance with the recovery point objective and recovery time objectives set forth in the SLA.	✓		
5. In the event of a declared Disaster, restore Data and systems according to the Disaster Recovery Plan, including restoring the HIX/IES System functionality as defined in the Disaster Recovery plan in accordance with the recovery point objective and recovery time objectives set forth in the SLA.		✓	
6. Collaborate to update the Disaster Recovery Plan when technical (hardware/software) components of the Configuration change.	✓	✓	
7. Test the Disaster Recovery Plan at least once per calendar year, as mutually scheduled, to test the efficacy of Contractor's disaster recovery technology, procedures, and personnel training and provide HIX/IES Entities with a report of the test results for review and suggestions for improvements.	✓	✓	

* DR is for the HIX/IES System including Commonwealth or HIX/IES Entity provided Collocated Devices   but excludes any legacy or mainframe components currently owned by the HIX/IES Entities. Anything hosted outside of LogicWorks is not the responsibility of Logicworks..

Exhibit D – Responsibility Matrix

M. Managed Database and Storage Services	Subcontractor Logicworks Responsible	Contractor CGI Responsible	H)(ES) Entities Input (I) Approve(A)
1. Provide Oracle and SQL Server system-level database services (clustering/replication of databases, database server configurations, failover and system health)	✓		
2. Provide Oracle and SQL Server application level database services and data encryption and notify Logicworks in writing of any vendor specific steps to be taken in the event of sever restarts, hardware replacement, or other operations that would be impacted by the existence of an encryption solution outside of Logicworks' control		✓	
3. Install each Managed Service on a minimum of two servers	✓		
4. Assist CGI in configuring Managed Services, including data replication between servers	✓		
5. Specify, in writing, all custom failover procedures that Logicworks will follow if a component of high availability hardware fails		✓	I & A
6. Upon written request, assist CGI in configuring automated failover procedures for Managed Services which are capable of automatic failover	✓		
7. Upon written request, assist CGI in developing manual failover procedures where Managed Services do not have the capacity for an automatic failover	✓		
8. Test written failover procedures for all high availability hardware and all Virtual Servers, except for shared devices, prior to Live Date		✓	
9. Notify Logicworks of any changes made to the Configuration (e.g., the addition of a new database or a new partition on a database server)		✓	
10. Test written failover procedures after any changes are made to the Configuration in accordance with the change management process.		✓	
11. Notify Logicworks in writing of any changes in the architecture of Configuration that may impact high-availability or monitoring and response (e.g., changing the servers on which an applications runs or integrating an additional Server into the active hosting architecture) within 24 hours of making that change		✓	

Exhibit D – Responsibility Matrix

N.	Managed Template Service	Subcontractor Logicworks Responsible	Contractor CGI Responsible	HIX/IES Entities Input (I) Approve(A)
1.	Provide an initial Virtual Server OS template that is eligible for management	✓		
2.	Modify Virtual Server template for integration into HIX/IES Entities' Managed Services where applicable (e.g. managed database services)*	✓		
3.	Modify Virtual Server launched from an eligible template to work with HIX/IES System		✓	
4.	Create template of Virtual Server that has been customized by CGI upon receiving notification from CGI by email or through LogicOps	✓		
5.	Apply critical security updates (e.g., patches addressing vulnerabilities that allow remote root or Administrator exploits) to CGI's most current version of a Virtual Server Template through announced maintenance upon request	✓		
6.	Apply quarterly critical security patches to HIX/IES Entities' most current version of a Virtual Server Template through planned maintenance in accordance with the SLA	✓		
7.	Notify Logicworks of the need to create a new or modified Virtual Server template that incorporates any changes made by Client		✓	
8.	Arrange and conduct testing of each new or modified Virtual Server template with Logicworks to verify correct functioning upon deployment		✓	
9.	Deploy production Virtual Servers from tested Virtual Server templates as planned maintenance in accordance with the SLA	✓		
10.	Store Virtual Server Templates for deployment	✓		
11.	Specify number of versions of each Virtual Server template to be stored (Unless otherwise notified in writing, Logicworks will only store two prior versions)		✓	
12.	Notify Logicworks through LogicOps of any change in Client's login password(s) and orally provide the new password to Logicworks		✓	
13.	Notify Logicworks by email or through LogicOps of the existence of any external dependencies on API keys		✓	✓

*LogicWorks uses standard server templates that include the operating system and tools for monitoring and backup. CGI will take these templates and install HIX/IES System software, at which point LogicWorks can create an updated template of fully installed VMS

Exhibit D – Responsibility Matrix

O. Audit, Logging and Reporting	Subcontractor	Contractor	HIX/IES Entities	
	Logicworks Responsible	CGI	Responsible	Input (I) Approve(A)
1. Specify logging and auditing capabilities and thressholds necessary to support the requirements associated with privacy, security, operational performance, business continuity, legal and statutory mandates and Disaster Recovery per Service Order and the Contract, consistent with the HIX/IES system design requirements prepared by CGI and approved by the HIX/IES Entities.		✓		
2. Configure logging and auditing for infrastructure and managed services to extent possible with infrastructure specified on Service Orders to meet CGI provided requirements	✓			
3. Provide standard operating and performance metric reports for the infrastructure and for application elements that have been configured for Logicworks' monitoring	✓			
4. Provide standard operating and performance metric reports for the application for which the form and content will be mutually agreed between CGI and the HIX/IES Entities				I/A
5. Generate standard reports of network and system level activities in support of performance management and discovery in response to litigation	✓	✓		
6. Implement logging processes, including configure levels of system logging (production, testing, debug) as directed by CGI and aggregate logging outputs for monitoring and search for infrastructure and managed service components	✓			
7. Implement logging processes, including configure levels of system logging (production, testing, debug) and aggregate logging outputs for monitoring and search for application level components		✓		
8. Mutually agree to form and content of reports for routine security audits and compliance activities	✓	✓		
9. Develop system resource usage profiles and detect for deviations from standard profiles to monitor appropriate use of the infrastructure and managed services	✓			
10. Develop system resource usage profiles and detect for deviations from standard profiles to monitor appropriate use of the HIX/IES System		✓		

11. Ensure that the following third party audits are performed and maintained during the Hosting Term, provide a copy of the audit reports within five (5) days of receipt thereof and to the extent to which such audits show deficiencies, take commercially reasonable action to remedy such deficiencies within thirty (30) days of Contractor's receipt of the audit report: • Logicworks - Annual security audit based on the SSAE No. 16 with a public accountant registered with the Public Company Oversight board that covers the period of time from April 1 to March 31 each year or an alternate year-long period provided that there is no gap in reporting, with a favorable assessment of Contractor's internal controls and maintenance of the same during the Hosting Term • HIPAA audit conducted during the Hosting Term as required by law or regulation and as part of the pre-live date criteria • Logicworks NIST 800-53 Certifications not later than May 2013 and maintained for the Committed Term	✓	
12. Retention of Logs. Logicworks will retain the system and security logs generated by the security software for six (6) months or such longer time period required by law (retention period to be relayed to Logicworks by CGI). The parties may mutually agree to archive system log information for beyond such time period (i.e., beyond the 6 months or longer period required by law) at commercially reasonable cost negotiated by the parties	✓	
13. Participate in the annual audit required under the CMS Authority to Operate (ATO)	✓	

Exhibit D – Responsibility Matrix

<table>
<tr><th rowspan="2">P. Transition Process Documentation</th><th>Subcontractor
Logicworks</th><th>Contractor
CGI</th><th rowspan="2">HIX/IES Entities
Input (I)
Approve(A)</th></tr>
<tr><th>Responsible</th><th>Responsible</th></tr>
<tr>
<td>1. Maintain all technical information necessary to permit a transition from the Data Center and Hot Site to a Commonwealth internal hosting environment or another cloud-based hosting vendor. Such information will include:
• An index of all Logicworks provided hardware utilized, including model numbers
• An index of all COTS software provided by Logicworks including version numbers
  All configuration settings, parameters and other technical particulars for which Logicworks is responsible which would be needed to operate a comparable computing environment.
• Run Books</td>
<td>✓</td><td></td><td></td>
</tr>
<tr>
<td>2. Maintain all technical information necessary to permit a transition from the Data Center and Hot Site to a Commonwealth internal hosting environment or another cloud-based hosting vendor. Such information will include:
• An index of all additional hardware utilized, (ex. collocated hardware) including model numbers
• An index of all COTS software utilized including version numbers
• An index of all open source or custom-developed software
• All configuration settings, parameters and other technical particulars needed to operate a comparable computing environment.
• Run Books</td>
<td>✓</td><td></td><td></td>
</tr>
<tr>
<td>2. Conduct a review session annually, presenting the contents of the above technical information to the HIX/IES Entities to ensure that it is accurate and complete for the intended purpose.</td>
<td></td><td>✓</td><td>A</td>
</tr>
<tr>
<td>3. Participate in a review session annually, presenting Logicworks provided contents of the above technical information to the HIX/IES Entities to ensure that it is accurate and complete for the intended purpose.</td>
<td>✓</td><td>✓</td><td>A</td>
</tr>
<tr>
<td>3. Store Data in a manner that will allow porting to another cloud vendor or internal transition. Proprietary solutions that interfere with data portability are not permitted</td>
<td>✓</td><td>✓</td><td></td>
</tr>
<tr>
<td>4. At reasonable times and upon reasonable notice and in such a manner so as not to interfere unreasonably with normal business activities, maintain and make available for inspection by CGI and/or CGI's auditors operating policies and procedures governing all managed infrastructure and Logicworks' managed services operations. Logicworks standard policies and procedures are developed in accordance with industry best practices for security, hosting and data center operations, but additional documentation specific to CGI may be created and maintained. Operating policies and procedures include but are not limited to, the following topics:
• system backup,
• system patch,</td>
<td>✓</td><td></td><td></td>
</tr>
</table>

Exhibit D – Responsibility Matrix

- periodic maintenance,
- system administration and user access,
- disaster recovery
- business continuity.

Exhibit D – Responsibility Matrix

II. UNMANAGED VIRTUAL SERVERS. The responsibilities in this Section III of the Responsibility Matrix apply exclusively to Cloud Services for all Virtual Servers that are not specified as managed in a Service Order.

A. Security	Contractor		HIX/IES Entities
	Via Logicworks	Via CGI	Input (I) Approve(A)
	Responsible		Responsible
1. Follow generally accepted practices for network security and server administration including without limitation, as required by the applicable section of the Prime Contract Flow Downs		✓	
2. Apply critical security updates for HIX/IES System and operating systems on virtual machines		✓	

B. Virtual Machines and Client Content	Contractor		HIX/IES Entities	
	Via Logicworks	Via CGI	Responsible	Input (I) Approve(A)
	Responsible			
1. Ensure that necessary services start automatically upon a server reboot	Responsible	✓		
2. Configure and manage backups and restoration of Virtual Machines through snapshots and/or create and maintain a current backup copy of all configurations and content outside of the Cloud Services		✓		
3. Configure and manage snapshots and utilize them for redeployment and restoration as necessary		✓		
4. Upon request, provide the requisite licensing information for all HIX/IES Entity-owned Applications, including all Applications for which the HIX/IES Entities independently obtained use or ownership rights			✓	
5. Develop, maintain and support all Managed Applications		✓		

Exhibit D – Responsibility Matrix

EQUIPMENT

[Pat to provide update once SLA is resolved]

THIRD PARTY SOFTWARE LICENSES
TO BE PROVIDED BY CGITO LOGICWORKS

The following list comprises the third party software licenses to be provided by CGI as of the Effective Date of the MSA to be hosted by LogicWorks:

1. WebInsure Base licensed from hCentive, Inc.;
2. Software Work Product developed or generated by the Contractor or its subcontractors or agents pursuant to the Contract, including but not limited to, WebInsure MA;
3. Products listed below:

Product Name
WebLogic Suite
WebLogic Server Management Pack Enterprise Edition
Unified Business Process Management Suite
SOA Suite for Oracle Middleware
SOA Management Pack Enterprise Edition
Service Registry
Enterprise Repository
Oracle Database Enterprise Edition
Real Application Clusters
Advanced Security
Oracle Database Vault
Diagnostic Pack
Tuning Pack
Database LifeCycle Management Pack
Data Masking Pack
Oracle Policy Administrator
WebInsure State
IBM Master Data Service Individual Hub (Initiate)
Identity and Access Management Suite Plus
Management Pack Plus for Identity Management
Comm100 Web Portal and Visitor Monitor Web Client
Web Application Accelerator
EMC Document Platform
EMC Platform Extension
Retention Policy Service

Exhibit D – Responsibility Matrix

Webtop	
Interactive Delivery Service	
Captiva Enterprise Server	
Captiva Scan Plus Module	
Spring Batch 2.1.8	
Captiva Attended Client	
Captiva eInput Client	
Java PDF417, QR Code Generator	
Captiva Advance Recognition	
IBM Rational Quality Manager	
IBM Rational Requirements Composer	
JIRA Enterprise	
Bonfire for JIRA	
FishEye	
Rhapsody	
Experian	
IBM Data Power	

ACCEPTABLE USE POLICY

1. General. This Acceptable Use Policy sets forth guidelines for the acceptable use of Logicworks' network. All Subscribers to Logicworks' services are required to comply with this policy.

2. Illegal Use. The Logicworks network may only be used for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is libelous, defamatory, constitutes an illegal threat, violates export control laws or regulations or encourages conduct that would constitute a criminal offense or give rise to civil liability.

3. System and Network Security. Violations of system or network security are prohibited. Examples of system or network security violations include, without limitation:□a. Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network□b. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network□c. Interference with service provided to any user, host or network including, without limitation, mailbombing, flooding, computer worms or viruses, deliberate attempts to overload a system and broadcast attacks and□d. Forging of any tcp-ip packet header or any part of the header information.

4. Abuse. The following acts are considered to be abusive of the Logicworks network and are prohibited:□a. Any conduct which violates the accepted norms and expectations of the Internet community at large including, without limitation, posting or distributing information or materials which are abusive or threatening. Logicworks reserves the right determine, in its sole discretion, whether any particular conduct violates such norms and expectations□b. Resale of any Logicworks services or products unless expressly authorized in writing by Logicworks□c. Falsifying Subscriber information in applications, contracts and other materials provided to Logicworks including fraudulent use of credit card numbers or "bill to" numbers□d. Falsifying identity or contact information to circumvent this Acceptable Use Policy or otherwise□e. Forging of message headers or a sender's identity, or taking any similar action with the intent of bypassing restrictions or limits on access to a specific service or site□f. Creating, forwarding, posting or distributing chain messages of any type (also known as "pyramid" or "ponzi" schemes) and□g. Attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization or other methods to document use of Logicworks services.

5. E-mail. Logicworks prohibits Subscribers from engaging the following e-mail related activities:□a. Sending unsolicited bulk e-mail ("UBE", or "SPAM"). This includes but is not limited to the distribution of UBE for commercial, informational, advertising, political, or religious purposes□b. Setting up "mailback" or "drop box" addresses in order to receive responses from UBE, either directly by the Subscriber or by a third party on behalf of the Subscriber and□c. Engaging in any of the foregoing activities by using the service of another provider, but channeling such activities through a Logicworks account, remailer, or otherwise through a Logicworks service or using a Logicworks account as a

maildrop for responses or otherwise using the services of another provider for the purpose of facilitating the foregoing activities if such use of another party's service could reasonably be expected to adversely affect a Logicworks service.□d. Running a mail server with open relay, i.e. which allows the unchallenged forwarding of e-mail. Logicworks reserves the right to implement technical mechanisms which block UBE before it is forwarded or otherwise sent to its intended recipients.

6. Compromised Servers or Network Equipment. Logicworks prohibits the continued operation of servers that have been compromised by third parties or automated agents.

7. World Wide Web. Logicworks prohibits Subscribers from engaging in any of the following web-related activities:□a. Exploiting or attempting to exploit any scripts presented on a web page□b. Utilizing programs, scripts or commands to abuse a web site, e.g. by using bandwidth excessively and□c. Hosting a web page which acts maliciously against users that visit that page.

8. Indirect Violations. INDIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A SUBSCRIBER OR A SUBSCRIBER'S END USER SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH SUBSCRIBER OR END USER.

9. Reporting. Subscribers to Logicworks' services are required to immediately report to Logicworks (i) any event or issue which could compromise the stability, service or security of the Logicworks network and (ii) any known violation of this Acceptable Use Policy.

10. Intentionally Omitted.

11. Intentionally Omitted.

12. Complaints/Questions. Complaints or questions regarding this Acceptable Use Policy should be sent to abuse@Logicworks.net.

LOGICWORKS TECHNICAL POLICIES

The technical policies set forth below (Logicworks™ Technical Policies) are incorporated by reference in Logicworks™ Master Service Agreement (the MSA). Capitalized terms which are used but not defined in Logicworks™ Technical Policies shall have the meanings given them in the MSA or the Hosting Agreement.

Operating Systems

- Windows support is limited to Windows 2003 and later.
- Linux support is restricted to Red Hat Enterprise Linux 4.0 and later.
- New hardware may require most recent versions of vendor operating systems due to hardware/driver support.
- While clients may choose to schedule the deployment of Operating System Vendor patches, those patches must be applied in a commercially reasonable time frame.

Storage

- System disks are either software mirrored RAID 1 or SSD (solid-state drive).
- Due to extended array rebuild times and the potential for failure of a second disk during rebuilds, Logicworks supports RAID 1 and RAID 10 only for storage subsystems.
- SATA disks are not supported for I/O intensive production servers. Only SCSI or SAS are supported for I/O intensive applications.
- Each server, storage array, or partition (if applicable) shall have adequate space for Clients data files, log files, and backups, and must maintain adequate disk space for projected ninety (90) day growth so as to not exceed a threshold of 85% total disk usage.
- Arrays must contain a hot spare per LUN..
- Custom partitioning schemes are subject to Logicworks™ Senior Engineering approval.

Security & Administration

- Client must communicate any changes of a given server's role to Logicworks (e.g., installing a database management system on a Web server).
- Passwords must conform to generally-accepted best security practices, i.e., must include non-alphanumeric characters, cannot be easily-guessable, and must be greater than 8 characters.
- Client is prohibited from modifying server configuration in any way that prevents the server rebooting cleanly and/or requiring manual intervention on startup or the application from restarting on reboot without manual intervention.
- Logicworks has sole authority of server naming for administrative purposes.
- If root or Administrator passwords, for Linux and Windows respectively, are changed, the new

passwords must be communicated to Logicworks immediately.
- No passwords should be sent via email. If passwords are sent via email, they will need to be changed immediately.
- Client is prohibited from accessing Websites that are likely to contain malicious code from their servers, and are generally discouraged from accessing the Internet from their servers.
- Clients who use centralized configuration deployment (e.g., Puppet, cfengine) must consult with Logicworks Senior Engineering before doing so.
- Clients may not disable or alter system settings that may affect monitoring, failover, or administration (e.g., ucarp, syslog, cron, sendmail, snmpd for Linux; syslog agent, snmp service, wmi service, windows firewall, remote registry for Windows).

Network

- Any changes to network configuration are subject to Senior Engineering approval.
- Client SNMP access to devices is limited to read-only access to devices on which client has shared administrative access.
- Administrative access to servers must be available on standard ports and allowed from Logicworks administrative networks.
- All administrative access (SSH, Remote Desktop, FTP, etc.) must be restricted by IP address, or accessed via VPN.
- While Logicworks will communicate to its Internet transit providers any observed upstream peering congestion or flapping issues, Logicworks will not be held liable for the performance of providers of which it is not a direct customer.
- All features available in an IOS image feature set (or similar) may not be supported if an alternate feature providing the same functionality is available. Changes to currently unsupported features are subject to Logicworks Senior Engineering approval.

Backup and Recovery

- Client must specify per-server allocation of committed backup space.
- Client must maintain adequate space per server to accommodate at least two (2) restore points.
- Database backups must be written to the local file system first, prior to being copied off-server, regardless of whether database backups are being performed by a custom agent.
- Logicworks cannot exclude individual files or directories from backups, only partitions.
- Logicworks will adjust the number of restore points to conform to the available space allocated to each server.

High-Availability

Exhibit F: Technical Policies

- All failover scenarios are subject to testing, coordinated by Client and Logicworks within Logicworks normal business hours. Testing must be performed post-turnover and prior to going live (i.e., making the Application available to end users).
- Web servers and application servers which are dependent on high-availability services need to be configured by Client in accordance with Logicworks recommended practices.
- Client is responsible for providing the appropriate parameters (e.g., thresholds, failover conditions, timeouts, etc. set high enough to not cause false failovers) for high availability configurations.
- Clients may not disable or alter system settings that may affect monitoring, failover, or administration (e.g., ucarp, syslog, cron, sendmail, snmpd for Linux; syslog agent, snmp service, wmi, database mirroring, clustering, log shipping, recurring jobs configured by Logicworks for Windows). Client may not alter anything that may affect high availability services without consulting with Logicworks Senior Engineering in advance.

Managed Application Services

- Servers for managed application services are single-purpose.
- Client is only provided limited access to managed application servers.
- Clients should only connect to, or have applications connect to, the Virtual IP (VIP) for a managed application, not the server's native IP address.

Managed Database

- Client is required to maintain a replica (a standby or secondary) server, whose computing power must be equal to the computing power of the primary server or Group that is not dependent on the block device or storage subsystem of the primary database server.
- Replica database servers must be used only for reads when not being used as the live database in a fail-over scenario.
- If replica database servers are used for reporting, enough resources must remain available for the use of the replica server during a fail-over scenario to not be impacted. Client acknowledges that additional users of replica server may impact performace during failover use.
- Client shall be required to provide and maintain, in writing, documentation concerning requested failover procedures.
- Client may be required to maintain separate block devices for log files, data and backups, subject to the direction of Logicworks Senior Engineering.
- Database backups must be written to the local file system first, prior to being copied off-server, regardless of whether database backups are being performed by a custom agent.
- Client must maintain sufficient storage space for 2 local copies of database backups.
- Client must notify Logicworks if and when it is performing manual database failovers.
- Client must notify Logicworks of the creation of additional databases as those additions may affect high-availability, backups, or replication (SQL Server only).

Hourly Billable Services

* Services that are billable by the hour must be scheduled in advance.
* Logicworks is entitled to bill for services to repair servers or applications necessitated by Client's actions (not including restores).
* Logicworks is entitled to bill for application configuration beyond standard configurations.
* Logicworks will refer clients to third-parties for services that it does not perform.
* Logicworks will not perform hourly services on a monthly recurring basis.

Hourly billable services are provided as-is and as specified at time of scheduling. Further configuration not included in original scope may be subject to additional fees.

Exhibit G - Microsoft® Addendum

This document concerns Client's ("**you**" or "**your**") use of Microsoft software, which includes computer software provided to you by Logicworks Systems Corporation ("**Logicworks**") as described below, and may include associated media, printed materials, and "online" or electronic documentation (individually and collectively "**Software Products**"). Logicworks does not own the Software Products and the use thereof is subject to certain rights and limitations of which Logicworks needs to inform you. Your right to use the Software Products is subject to your agreement with Logicworks, and to your understanding of, compliance with and consent to the following terms and conditions, which Logicworks does not have authority to vary, alter or amend.

1.   DEFINITIONS.

(a)   "**Client Software**" means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

(b)   "**Device**" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone,' or other electronic device.

(c)   "**Server Software**" means software that provides services or functionality on a computer acting as a aerver.

2.   OWNERSHIP OF SOFTWARE PRODUCTS. The Software Products are licensed to Logicworks from an affiliate of Microsoft Corporation ("**Microsoft**"). All title and intellectual property rights in and to the Software Products (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Software Products) are owned by Microsoft or its suppliers. The Software Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Software Products does not transfer any ownership of the Software Products or any intellectual property rights to you

3.   USE OF CLIENT SOFTWARE. You may use the Client Software installed on your Devices by Logicworks only in accordance with the instructions, and only in connection with the services, provided to you by Logicworks. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End User License Agreement which may be presented in electronic form during your use of the Client Software.

4.   USE OF REDISTRIBUTION SOFTWARE. In connection with the services provided to you by Logicworks, you may have access to certain "sample," "redistributable" and/or software development ("SDK") software code and tools (individually and collectively "**Redistribution Software**"). **YOU MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS YOU EXPRESSLY AGREE TO AND COMPLY WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE SERVICES PROVIDER USE RIGHTS ("SPUR") APPLICABLE TO LOGICWORKS, WHICH TERMS MUST BE PROVIDED TO YOU BY LOGICWORKS.**

Microsoft does not permit you to use any Redistribution Software unless you expressly agree to and comply with such additional terms, as provided to you by Logicworks.

5.   COPIES. You may not make any copies of the Software Products; provided, however, that you may make one (1) copy of Client Software on your Device as expressly authorized by Logicworks.

6.   LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the Software Products, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity.

7.   NO RENTAL. You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Software Products to any third party, and you may not permit any third party to have access to and/or use the functionality of the Software Products.

8.   TERMINATION. Without prejudice to any other rights, Logicworks may terminate your rights to use the Software Products if you fail to comply with these terms and conditions. In the event of termination or cancellation, you must stop using and/or accessing the Software Products, and destroy all copies of the Software Products and all of its component parts.

9.   **NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT. ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY LOGICWORKS AND NOT BY MICROSOFT OR ITS AFFILIATES OR SUBSIDIARIES.**

10.   PRODUCT SUPPORT. Any product support for the Software Products is provided to you by Logicworks and is not provided by Microsoft or its affiliates or subsidiaries.

11.   **NOT FAULT TOLERANT. THE SOFTWARE PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.**

12.   EXPORT RESTRICTIONS. The Software Products are of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and national laws that apply to the Software Products, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see http://www.microsoft.com/exporting/.

13.   LIABILITY FOR BREACH. In addition to any liability you may have to Logicworks, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

logicworks

CGI Technologies and Solutions, Inc.

Date:	Friday, December 21, 2012	Account Exec:	Steve Zeller
Quote #:	1041264	Expires:	Monday December 31, 2012

MONTHLY RECURRING Service Order

Qty	Description	Unit Price	Monthly Recurring
	MASSACHUSETTS HIX Hosting Environment		
	Delivery ASAP - Dev / UAT Environment		
20	*** Managed Virtual Machines (Red Hat Enterprise Linux)** Managed virtual servers include VMware ESX and Red Hat Enterprise Linux. Servers are imaged with monitoring, backup, and management tools included. Red Hat Virtual Servers run on dedicated VMware ESX physical hosts including full redundancy and fail-over capabilities: VMotion, VSphere, and Storage VMotion.	$ 9S.00	$ 1,900.00
19	**Managed Virtual Machines (Red Hat Enterprise Linux)** Managed virtual servers include VMware ESX and Red Hat Enterprise Linux. Servers are imaged with monitoring, backup, and management tools included. Red Hat Virtual Servers run on dedicated VMware ESX physical hosts including full redundancy and fail-over capabilities: VMotion, VSphere, and Storage VMotion.	$ 9S.00	$ 1,80S.00
2	*** Managed Virtual Machines (Windows 2008 Enterprise)** Managed virtual servers include VMware ESX and Windows 2008 Enterprise. Servers are imaged with monitoring, backup, and management tools included. Red Hat Virtual Servers run on dedicated VMware ESX physical hosts including full redundancy and fail-over capabilities: VMotion, VSphere, and Storage VMotion.	$ 120.00	$ 240.00
6	*** ESX Host Servers** CPU: 2 x 5660 Hex-Core RAM: 96GB Disk: 2 x 146GB SAS Private Cloud hosts power all virtual machines, guaranteeing a high-performance and highly reliable VMware environment. Hosts run Intel Westmere processors, include redundant boot/OS drives, and connect to enterprise storage for their VMFS VMware File System Data, and include redundant connections to switches. In the event of a host failure, all tasks are automatically routed to an alternate host.	$ 1,207.00	$ 7,242.00
1	**VNX SS00 Unified Storage System** Disk: 34 x 600GB 15K SAS (RAID 10) - Oracle RAC Storage Disk: 34 x 900GB 10K SAS (RAID 6) - VMFS Storage Disk: 26 x 3TB 7.2K SAS (RAID 6) - Archival Storage Disk: 11 x 100GB SSD - FastCache The EMC VNX 5500 Unified Storage System provides SAN storage for Oracle RAC Database as well as NAS storage for VMware File Systems. The VNX device is scalable to 250 disks and includes redundant power supply, RAID controllers, and high-availability disk sets, and a FastCache SSD-based caching volume.	$ 32,400.00	$ 32,400.00
2	*** Managed Security** Cisco A5A 551SX Firewalls Redundant Cisco ASA SS20 Firewalls for the production site, and an additional ASA 5520 for the Disaster Recovery site are managed by Logicworks to provide firewall security and de-militarized zone separation. Confidential data will be segregated onto an isolated VLAN from any devices that face the Internet.	$ 8S1.00	$ 1,702.00

4	* Extreme Networks Switches Dedicated 48-port Extreme 460 Stackable switch network ensures 10Gb Gigabit routing to Logicworks' core and to the EMC VNX Storage device and Gb connections to each device.	$ 1,775.00	$	7,100.00
1	Intrusion Detection System Alert Logic ThreatManager 1460 with Active Watch Alert Logic Threat Manager with Active Watch monitors all attempts to connect to servers and devices within the hosted environment. Suspicious and malicious attempts to access the system are flagged, given a threshold of severity, and escalated to Logicworks' security operations team.	$ 1,750.00	$	1,750.00
1	Log Manager (250 Nodes) Alert Logic Log Management collects, inspects, and archives all log data across devices including switches, firewalls, hosts, and virtual machines. Custom reporting is available for HIPAA and PCI standards including administrator rights, data integrity, and access logs. 250 nodes, 12 month retention.	$ 4,236.00	$	4,236.00
20	Two-Factor Authentication Vasco Two-Factor Authentication System provides each server administrator with a smart phone – accessible unique identifier. This second means of authentication ensures that a stolen username / passwords cannot be used to gain access to the hosted infrastructure. (per administrator)	$ 44.00	$	880.00
2	* Load-Balancers - Traffic Manager (Full) Redundant RiverBed Stingray load-balancers offer both IP- and Application- based load-balancing and traffic management. Redundant devices in production and a single device in DR include 500Mb throughput licensing (upgradable to 1Gb). Includes traffic management and SSL Off-Loading	$ 2,276.00	$	4,552.00
50	* Bandwidth 95% Outbound bandwidth per month In Mbps (Overage available on a /Mbps basis at $30/Mbps)	$ 24.00	$	1,200.00
10,000	Backups & Recovery Data is replicated nightly across Logicworks' datacenters and across state lines to high-availability disk. On-demand restores are included in the service. (in GB)	$ 0.60	$	6,000.00
0	Professional Services Hourly Rate	$ 250.00	$	-
1	* Managed Services 24 x 7 x 365 Engineering support, managed security, dedicated account manager, backups, custom	included	$	-
1	Oracle Database Services Clustering & replication support for Oracle Databases, 100% SLA for Oracle DB, senior engineering for	included	$	-
	Sub-Total	$ 71,007.00		
	* indicates priority items			

Delivery ASAP Perf Environment

32	Managed Virtual Machines (Red Hat Enterprise Linux)	$ 95.00	$	3,040.00
8	ESX Host Servers CPU: 2 x 5660 Hex-Core RAM: 96GB Disk: 2 x 146GB SAS	$ 1,207.00	$	9,656.00

4	App / Database Servers CPU: 2 x 5660 Hex-Core RAM: 48GB Disk: 2 x 146GB SAS Fibre-Channel HBA	$	1,574.00	$	6,296.00
	Sub-Total	$	18,992.00		

Delivery February 18, 2013 Training Environment

8	Managed Virtual Machines (Red Hat Enterprise Linux)	$	105.00	$	840.00
2	ESX Host Servers CPU: 2 x 5660 Hex-Core RAM: 96GB Disk: 2 x 146GB SAS	$	1,330.00	$	2,660.00
	Sub-Total	$	3,500.00		

Delivery June 15th 2013 - Production & Disaster Recovery Environments

62	Managed Virtual Machines (Red Hat Enterprise Linux)	$	105.00	$	6,510.00
0	Managed Virtual Machines (Windows 2008 Enterprise)	$	135.00	$	-
8	ESX Host Servers CPU: 2 x 5660 Hex-Core RAM: 96GB Disk: 2 x 146GB SAS	$	1,330.00	$	10,640.00
4	App / Database Servers CPU: 2 x S660 Hex-Core RAM: 48GB Disk: 2 x 146GB SAS Fibre-Channel HBA	$	1,702.00	$	6,808.00
2	Database Servers (DR) CPU: 2 x S660 Hex-Core (24-bay) RAM: 48GB Disk: 2 x 146GB SAS (System) Disk:12 x 300GB SAS (Data) Disk:4 x 1TB SATA (Backups)	$	2,715.00	$	5,430.00
3,800	NAS Storage (For DR Virtual Servers) Scalable EMC Isilon Storage The DR environment will store VMware File System on Logicworks' enterprise NAS storage system,	$	1.00	$	3,800.00
2	HP Switches (DR) Hewlett Packard Gb Ethernet switches provide connectivity for the disaster recovery environment.	$	506.00	$	1,012.00
1	Managed Security (DR)	$	936.00	$	936.00
1	Intrusion Detection System (DR)	$	1,925.00	$	1,925.00
1	Load-Balancer (DR)	$	2,505.00	$	2,505.00
	Sub-Total	$	39,566.00		

Total Monthly Recurring - Term through September 30th, 2014		$	133,065.00

The Master Service Agreement between Client and Logicworks (the "**MSA**"), and Logicworks' Acceptable Use Policy, Tech Policies and Responsibility Matrix, as they each may be amended from time to time pursuant to the MSA, are incorporated by reference in this Service Order. Capitalized terms not defined in this Service Order have the meaning given them in the MSA, Acceptable Use Policy, Responsibility Matrix or Tech Policies.

The person signing below represents that he or she is authorized to sign this Service Order on behalf of Client and that Client accepts this Service Order subject to the terms in the MSA, Acceptable Use Policy, Responsibility Matrix and Tech Policies.

CGI Technologies and Solutions, Inc.

Approval Signature: _____

Name/Title: _____

Date: _____

logicworks

CGI Technologies and Solutions, Inc.

Date:	Wednesday, December 19, 2012	Account Exec:	Steve Zeller
Quote #:	1041262	Expires:	Monday December 31, 2012

MONTHLY RECURRING Service Order

Qty	Description	Unit Price	Monthly Recurring
	MASSACHUSETTS HIX Hosting Environment		
	Delivery ASAP - Dev / UAT Environment		
20	* Managed Virtual Machines (Red Hat Enterprise Linux) Managed virtual servers include VMware ESX and Red Hat Enterprise Linux. Servers are imaged with monitoring, backup, and management tools included. Red Hat Virtual Servers run on dedicated VMware ESX physical hosts including full redundancy and fail-over capabilities: VMotion, VSphere, and Storage VMotion.	$ 95.00	$ 1,900.00
19	Managed Virtual Machines (Red Hat Enterprise Linux) Managed virtual servers include VMware ESX and Red Hat Enterprise Linux. Servers are imaged with monitoring, backup, and management tools included. Red Hat Virtual Servers run on dedicated VMware ESX physical hosts including full redundancy and fail-over capabilities: VMotion, VSphere, and Storage VMotion.	$ 95.00	$ 1,805.00
2	* Managed Virtual Machines (Windows 2008 Enterprise) Managed virtual servers include VMware ESX and Windows 2008 Enterprise. Servers are imaged with monitoring, backup, and management tools included. Red Hat Virtual Servers run on dedicated VMware ESX physical hosts including full redundancy and fail-over capabilities: VMotion, VSphere, and Storage VMotion.	$ 120.00	$ 240.00
6	* ESX Host Servers CPU: 2 x 5660 Hex-Core RAM: 96GB Disk: 2 x 146GB SAS Private Cloud hosts power all virtual machines, guaranteeing a high-performance and highly reliable VMware environment. Hosts run Intel Westmere processors, include redundant boot/OS drives, and connect to enterprise storage for their VMFS VMware File System Data, and include redundant connections to switches. In the event of a host failure, all tasks are automatically routed to an alternate host.	$ 1,207.00	$ 7,242.00
1	VNX 5500 Unified Storage System Disk: 34 x 600GB 10K SAS (RAID 10) - Oracle RAC Storage Disk: 34 x 900GB 10K SAS (RAID 6) - VMFS Storage Disk: 26 x 3TB 7.2K SAS (RAID 6) - Archival Storage Disk: 11 x 100GB SSD - FastCache The EMC VNX 5500 Unified Storage System provides SAN storage for Oracle RAC Database as well as NAS storage for VMware File Systems. The VNX device is scalable to 250 disks and includes redundant power supply, RAID controllers, and high-availability disk sets, and a FastCache SSD-based caching volume.	$ 32,400.00	$ 32,400.00
2	* Managed Security Cisco ASA 5520 Firewalls Redundant Cisco ASA 5520 Firewalls for the production site, and an additional ASA 5520 for the Disaster Recovery site are managed by Logicworks to provide firewall security and de-militarized zone separation. Confidential data will be segregated onto an isolated VLAN from any devices that face the Internet.	$ 851.00	$ 1,702.00

Qty	Description	Unit Price		Extended
4	* Extreme Networks Switches Dedicated 48-port Extreme 460 Stackable switch network ensures 10Gb Gigabit routing to Logicworks' core and to the EMC VNX Storage device and Gb connections to each device.	$ 1,775.00	$	7,100.00
1	Intrusion Detection System Alert Logic ThreatManager 1460 with Active Watch Alert Logic Threat Manager with Active Watch monitors all attempts to connect to servers and devices within the hosted environment. Suspicious and malicious attempts to access the system are flagged, given a threshold of severity, and escalated to Logicworks' security operations team.	$ 1,750.00	$	1,750.00
1	Log Manager (250 Nodes) Alert Logic Log Management collects, inspects, and archives all log data across devices including switches, firewalls, hosts, and virtual machines. Custom reporting is available for HIPAA and PCI standards including administrator rights, data integrity, and access logs. 250 nodes, 12 month retention.	$ 4,236.00	$	4,236.00
20	Two-Factor Authentication Vasco Two-Factor Authentication System provides each server administrator with a smart phone – accessible unique identifier. This second means of authentication ensures that a stolen username / passwords cannot be used to gain access to the hosted infrastructure. (per administrator)	$ 44.00	$	880.00
2	* Load-Balancers - Traffic Manager (Full) Redundant RiverBed Stingray load-balancers offer both IP- and Application- based load-balancing and traffic management. Redundant devices in production and a single device in DR include 500Mb throughput licensing (upgradable to 1Gb). Includes traffic management and SSL Off-Loading	$ 2,276.00	$	4,552.00
50	* Bandwidth 95% Outbound bandwidth per month in Mbps (Overage available on a /Mbps basis at $30/Mbps)	$ 24.00	$	1,200.00
10,000	Backups & Recovery Data is replicated nightly across Logicworks' datacenters and across state lines to high-availability disk. On-demand restores are included in the service. (in GB)	$ 0.60	$	6,000.00
0	Professional Services Hourly Rate	$ 250.00	$	-
1	* Managed Services 24 x 7 x 365 Engineering support, managed security, dedicated account manager, backups, custom	included	$	-
1	Oracle Database Services Clustering & replication support for Oracle Databases, 100% SLA for Oracle DB, senior engineering for	included	$	-
	Sub-Total	$ 71,007.00		
	* indicates priority items			

Delivery ASAP Perf Environment

Qty	Description	Unit Price		Extended
32	Managed Virtual Machines (Red Hat Enterprise Linux)	$ 95.00	$	3,040.00
8	ESX Host Servers CPU: 2 x 5660 Hex-Core RAM: 96GB Disk: 2 x 146GB SAS	$ 1,207.00	$	9,656.00

Qty	Description		Unit Price		Extended
4	App / Database Servers CPU: 2 x S660 Hex-Core RAM: 48GB Disk: 2 x 146GB SAS Fibre-Channel HBA	$	1,S74.00	$	6,296.00
	Sub-Total	$	18,992.00		

Delivery February 1, 2013 Training Environment

Qty	Description		Unit Price		Extended
8	Managed Virtual Machines (Red Hat Enterprise Linux)	$	105.00	$	840.00
2	ESX Host 5ervers CPU: 2 x 5660 Hex-Core RAM: 96GB Disk: 2 x 146GB SAS	$	1,330.00	$	2,660.00
	Sub-Total	$	3,500.00		

Delivery June 1Sth 2013 - Production & Disaster Recovery Environments

Qty	Description		Unit Price		Extended
62	Managed Virtual Machines (Red Hat Enterprise Linux)	$	105.00	$	6,510.00
0	Managed Virtual Machines (Windows 2008 Enterprise)	$	13S.00	$	-
8	ESX Host Servers CPU: 2 x S660 Hex-Core RAM: 96GB Disk: 2 x 146GB SAS	$	1,330.00	$	10,640.00
4	App / Database Servers CPU: 2 x S660 Hex-Core RAM: 48GB Disk: 2 x 146GB SAS Fibre-Channel HBA	$	1,702.00	$	6,808.00
2	Database Servers (DR) CPU: 2 x S660 Hex-Core (24-bay) RAM: 48GB Disk: 2 x 146GB SAS (System) Disk:12 x 300GB SAS (Data) Disk:4 x 1TB SATA (Backups)	$	2,71S.00	$	5,430.00
3,800	NA5 5torage (For DR Virtual Servers) Scalable EMC Isilon Storage The DR environment will store VMware File System on Logicworks' enterprise NAS storage system,	$	1.00	$	3,800.00
2	HP 5witches (DR) Hewlett Packard Gb Ethernet switches provide connectivity for the disaster recovery environment.	$	506.00	$	1,012.00
1	Managed Security (DR)	$	936.00	$	936.00
1	Intrusion Detection System (DR)	$	1,925.00	$	1,92S.00
1	Load-Baiancer (DR)	$	2,505.00	$	2,S05.00
	Sub-Total	$	39,S66.00		

Total Monthly Recurring - Term through September 30th, 2014		$	133,06S.00

The Master Service Agreement between Client and Logicworks (the "MSA"), and Logicworks' Acceptable Use Policy, Tech Policies and Responsibility Matrix, as they each may be amended from time to time pursuant to the MSA, are incorporated by reference in this Service Order. Capitalized terms not defined in this Service Order have the meaning given them in the MSA, Acceptable Use Policy, Responsibility Matrix or Tech Policies.

The person signing below represents that he or she is authorized to sign this Service Order on behalf of Client and that Client accepts this Service Order subject to the terms in the MSA, Acceptable Use Policy, Responsibility Matrix and Tech Policies.

CGI Technologies and Solutions, Inc.

Approval Signature: _____

Name/Title: _____

Date: _____

logicworks

CGI Technologies and Solutions, Inc.

Date: Tuesday, December 18, 2012
Quote #: 1041261

Account Exec: Steve Zeller
Expires: Monday December 31, 2012

One-Time (non-recurring) Service Order

Qty	Description	Unit Price	Setup Cost
1	Dev Environment Setup / Installation Cost	$ 56,382.00	$ 56,382.00
1	Perf Environment Setup / Installation Cost	$ 14,336.00	$ 14,336.00
1	Training Environment Setup / Installation Cost	$ 3,547.00	$ 3,547.00
1	Prod / DR Environment Setup / Installation Cost	$ 26,575.00	$ 26,575.00
	Total One-Time Cost		$ 100,840.00

CGI Technologies and Solutions, Inc.

Approval Signature: _____

Name/Title: _____

Date: _____

Exhibit h

RFR

ACCESSING the HIX RFR Documents on COMMBUYS.com

THE RFR for HIX is located on COMMBUYS. Please go to www.commbuys.com to begin your search.

1. Click on:

   Contract & Bid Search
   Search for Bids and active Contracts/Blankets.
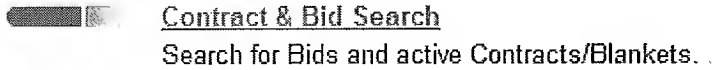
2. Click the Bids button:

Search for:	◯ Bids ◯ Contracts/Blankets

3. In the Bid# Block, type in **S127635:**

   Bid #   S127635

4. Click Find It:

Find It	Clear

In the Results block below the Find It button, the RFR should appear:

Results

Bid #	Contract/Blanket #	Buyer	Description
S127635-vCurrent		eProcurement Solicitation	RFR for Massachusetts Health Insurance Exchange and Integrated Eligibility System MA HIX/IES: System

5. Click on the highlighted link S127635 to access the RFR and all of its associated documents:

   S127635-vCurrent

Attachment 2

Section 11 Clarification

Pursuant to <u>Section 11. Indemnification</u> of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of $100,000, or two times the value of the product or service (as defined in the contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions.

Sensitivity level – high (when filled in) low (when blank)

Attachment 3

Commonwealth Terms and Conditions

Sensitivity level – high (when filled in) low (when blank)

COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. *Contract Effective Start Date.* Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. *Payments And Compensation.* The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. *Contractor Payment Mechanism.* All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. *Contract Termination Or Suspension.* A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases

due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. *Written Notice.* Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. *Confidentiality.* The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. *Record-keeping And Retention, Inspection Of Records.* The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. *Assignment.* The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. *Subcontracting By Contractor.* Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. *Affirmative Action, Non-Discrimination In Hiring And Employment.* The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. *Indemnification.* Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated

Sensitivity level – high (when filled in) low (when blank)

COMMONWEALTH TERMS AND CONDITIONS

settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. _Waivers._ Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. _Risk Of Loss._ The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. _Forum, Choice of Law And Mediation._ Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. _Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration._ Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the

official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____
(signature)

Print Name: _Paul Jacoby_

Title: _Vice President Sales + Client Services_

Date: _6/18/2014_

(Check One): __X__ Organization _____ Individual

Full Legal Organization or Individual Name: _Logicworks Systems ~~LLC~~ Corporation_

Doing Business As: Name (If Different): _____

Tax Identification Number: ██████████████

Address: _155 Avenue of Americas, 5TH floor_

Telephone: _212-625-5500_   FAX: _212-625-5400_

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: *Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108* in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once

Attachment 4

The Commonwealth's Standard Form Contract

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: LOGICWORKS SYSTEMS CORPORATION (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Information Technology Division MMARS Department Code: ITD
Legal Address: (W-9, W-4,T&C): 155 Avenue of the Americas, New York, NY 10013	Business Mailing Address: One Ashburton Place, Room 804, Boston, MA 02108
Contract Manager: Paul Jacoby	Billing Address (if different):
E-Mail: P.jacoby@logicworks.net	Contract Manager: Charles Desourdy
Phone: 212-625-5300 / Fax: 617-625-5400	E-Mail: Charles.Desourdy@state.ma.us
Contractor Vendor Code: VC0000722780	Phone: 617-660-8329 / Fax:
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): RFR/Procurement or Other ID Number: NA

x NEW CONTRACT	**__ CONTRACT AMENDMENT**
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)	Enter Current Contract End Date *Prior* to Amendment: _____, 20___.
__ Statewide Contract (OSD or an OSD-designated Department)	Enter Amendment Amount: $ _____. (or "no change")
__ Collective Purchase (Attach OSD approval, scope, budget)	AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)
__ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)	__ Amendment to Scope or Budget (Attach updated scope and budget)
__ Emergency Contract (Attach justification for emergency, scope, budget)	__ Interim Contract (Attach justification for Interim Contract and updated scope/budget)
__ Contract Employee (Attach Employment Status Form, scope, budget)	__ Contract Employee (Attach any updates to scope or budget)
_x_ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	__ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.
_x_ Commonwealth Terms and Conditions   __ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
_x_ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
__ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). $ _____.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle _x_ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Pursuant to the attached Logicworks Assignment, Delegation, Consent and amendment, the attached contract between CGI and Logicworks is being assigned to ITD.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
_x_ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
__ 2. may be incurred as of _____, 20___, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
__ 3. were incurred as of _____, 20___, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2015, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached herein) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence: the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
X: _[signature]_ Date: 6/20/14	X: _[signature]_ Date: 6/20/2014
(Signature and Date Must Be Handwritten At Time of Signature)	(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Paul Jacoby	Print Name: William Oates
Print Title: VP of Sales & Client Services	Print Title: Commonwealth CIO

INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name end the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager Is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, es part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id Identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract Issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable In Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property Is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an Interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing, but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F G.L. c.30, § 39R, G.L. c.149, § 27C, G.L. c.149, § 44C, G.L. c.149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract; provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance; child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Oppurtunity (EEO) Laws the Americans with Disabilities Act,; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act; 29 USC c. 16 s. 794; 29 USC c. 16. s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part. II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of $100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, tha House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any end all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: *Logicworks Systems Corp.*
CONTRACTOR VENDOR/CUSTOMER CODE: VC 0000 722780

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Ken Ziegler	CEO
Paul Jacoby	VP of Sales + Client Services
Stephanie Tayericgo	VP of Technical Operations
John Jun	VP of Logistics
Michelle Eisen	Controller

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

_____
Signature

Date:

Title: CEO

Telephone: 212-625-5339

Fax: 212-625-5340

Email: KZ@logicworks.net

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Attachment 5

Additional Required Documents

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer
Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)

LOGICWORKS SYSTEMS CORPORATION

Business name/disregarded entity name, if different from above

LOGICWORKS

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):

Exempt payee code (if any) _____

Exemption from FATCA reporting
code (if any) _____

Address (number, street, and apt. or suite no.)

155 AVENUE OF THE AMERICAS, 5TH FLOOR

City, state, and ZIP code

NEW YORK, NEW YORK 10013

Requester's name and address (optional)

List account number(s) here (optional)

Print or type
See Specific Instructions on page 2.

Part I   Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number

Part II   Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) i am exempt from backup withholding, or (b) i have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below), and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶ *Michelle Eisn, controller*   Date ▶ 6/19/2014

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien,

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

• An estate (other than a foreign estate), or

• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

CONTRACTOR LEGAL NAME :
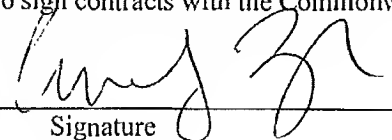**CONTRACTOR VENDOR/CUSTOMER CODE:**

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Ken Ziegler	CEO
Paul Jacoby	VP of Sales + Client Services
Stephanie Tayengo	VP of Technical Operations
John Jun	VP of Logistics
Michelle Eisen	Controller

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

_____
Signature

Date:

Title: CEO
Telephone: 212-625-5339
Fax: 212-625-5340
Email: kz@logicworks.net

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

CONTRACTOR LEGAL NAME :
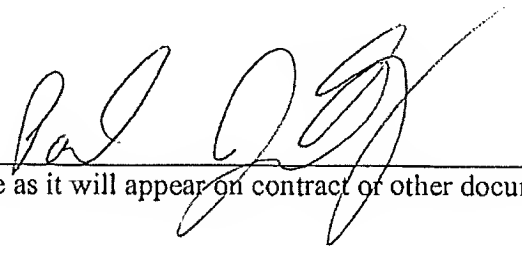**CONTRACTOR VENDOR/CUSTOMER CODE:**

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.

This Section **MUST** be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X _____

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _Claudia Vos_____ (NOTARY) as a notary public certify that I
witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this
date:

_June 19_____, 20 _14___ .

My commission expires on:

CLAUDIA VOS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01VO6279695
Qualified In Queens County
My Commission Expires April 15, 2017

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I
witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and
confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20 _____ .

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE COMPTROLLER
Electronic Funds Transfer Sign Up Form

This form should be sent to a department with whom you do business.

Request type must be checked: ☒ Initial Request   ☐ Changing Existing Account   ☐ Closing Account

I **michelle Eisen**, hereby certify that the account/s indicated on this form is under my direct control and access; therefore, I authorize the State Treasurer as fiscal agent for the State of Massachusetts to initiate, change or cancel credit entries to that account/s as indicated on this form. For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

　　　☒ I affirm that payments authorized hereunder <u>are not</u> to an account that is subject to being transferred to a foreign bank account.

　　　☐ I affirm that payments authorized hereunder <u>are to</u> an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Office of Comptroller has received written notification, from either me or an authorized officer of organization of the account's termination in such time and in such a manner as to afford CTR a reasonable opportunity to act upon it.

VENDOR BANK INFORMATION

Vendor Bank Name:
Vendor Bank Transit Number (ABA):
Vendor Bank Account Number:
Account Type:

Filling out this field is a requirement for changing account number
Vendor Bank Old Account Number: _____
Account Type: _____

VENDOR INFORMATION

Vendor Tax Identification Number (TIN): _____
Vendor/Business Name: _____
Vendor Contact Name: _____
E-mail: _____
Telephone: _____
Address: _____
City: _____ State: _____ Zip: _____

This authorization will remain in effect until either canceled in writing or an updated form changing information is sent to the Department you currently do business with.
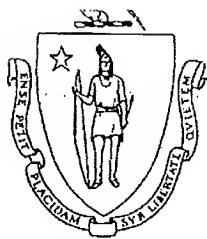
AUTHORIZED SIGNATURE: *Michelle Eisen*
Print Name: **Michelle Eisen**　Title: **controller**　Date: **6/19/14**

Form forwarded to Commonwealth Department: _____
Attached voided check here:
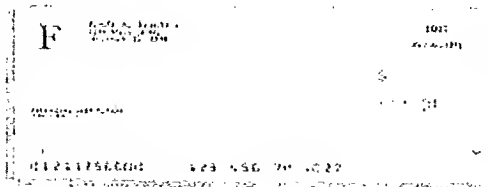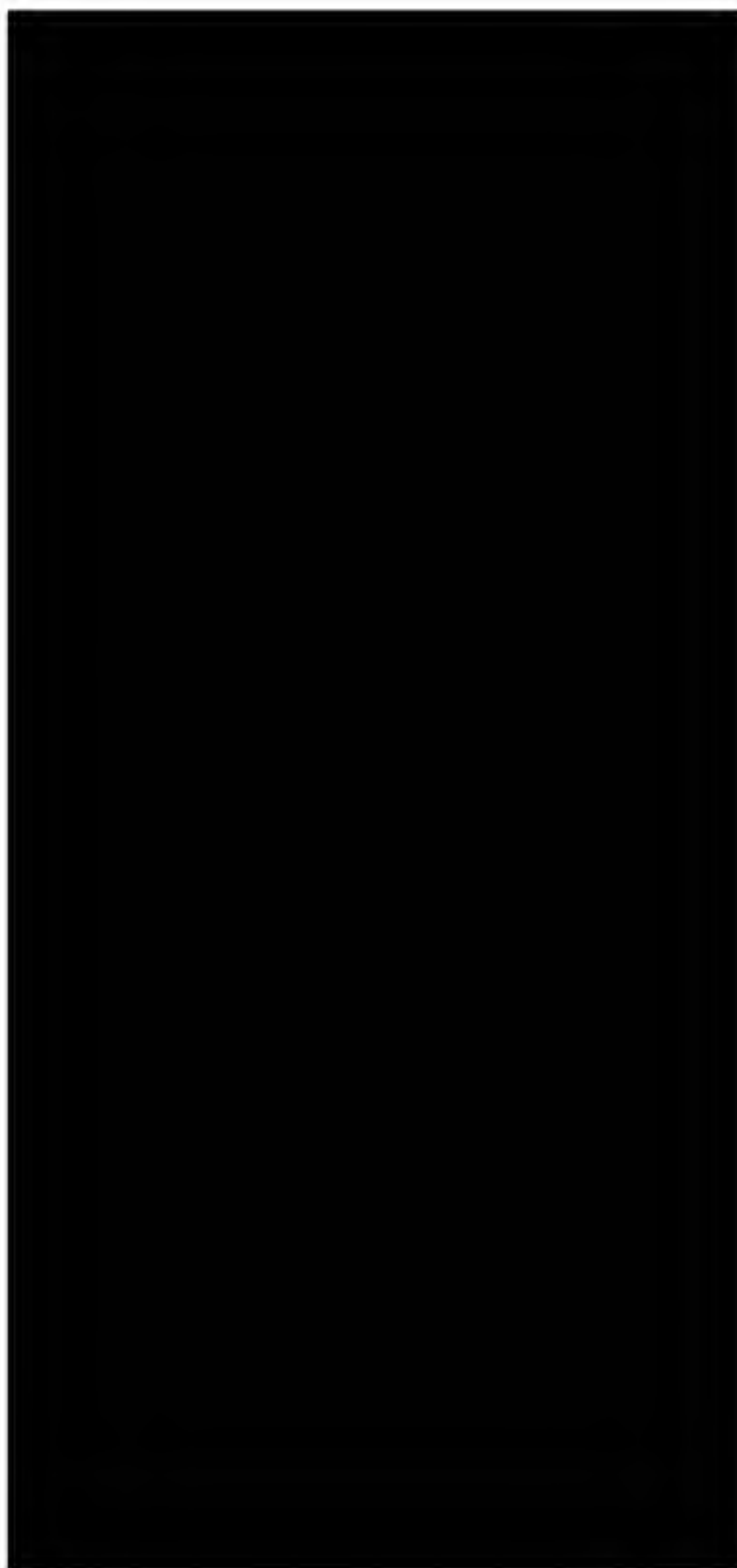
COMMONWEALTH OF MASSACHUSETTS
Prompt Pay Discount Form
(Invoice discounts for receiving fast payments)

Revised 3/9/07

Bidder Name: _Logicworks Systems Corporation_
Vendor Code (VCUST): _____ .
Contract/RFR Number(s): _____ .

<u>Prompt Payment Discounts (PPD).</u> All contractors/vendors doing business with the Commonwealth must provide a Prompt Payment Discount (PPD) for receiving early payments unless the Contractor/vendor can provide compelling proof that providing a prompt pay discount would be unduly burdensome. Contractors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Contractors who agree to accept Electronic Funds Transfer (EFT) increase the prompt pay benefit by ensuring that funds are paid directly to their designated bank accounts, thus eliminating the delay of check clearance policies and traditional mail lead time. Payments processed through the state accounting system (MMARS) can be tracked and verified through the Comptroller's <u>Vendor Web</u> system using the Vendor/Customer Code assigned to you by a Commonwealth department.

The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. While Bidders/Contractors have flexibility in determining the actual % discount(s) offered to the Commonwealth, the discount(s) must be identified for 10, 15, 20 and/or 30 days for payment issuance in the column entitled "% Discount Off Proposed Price" below. The Commonwealth may use the prompt pay discounts submitted as a basis for selection and may negotiate discounts as deemed in the best interest of the Commonwealth.   The requirement to offer PPD discounts may be waived by the Commonwealth on a case-by-case basis if participation in the program would be unduly burdensome, provided the specific reason for the hardship is outlined below.

All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed below and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured **from** the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, <u>whichever is later</u> **to** the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "Issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.

If Internal Bidder/Contractor systems require an alternate method of measuring payment issue dates, the Bidder/Contractor must note the issues below or on an attached page if necessary to be considered by the PMT. In cases where the Bidder/Contractor considers that offering a Prompt Payment Discount would be a hardship, the Bidder must clearly define the issues and reasons for said hardship. *Providing volume discounts or other discounts on prices is not considered a hardship, since the PPD provides the additional benefit of early cash flow for the Contractor.*

Enter the Prompt Payment Discount percentage (%) off the invoice payment, for each of the payment issue dates listed, if the payment is issued within the specified Payment Issue days. For example:

5% – 10 Days
4% – 15 Days
3% – 20 Days
2% – 30 Days

If no discount is offered enter 0%

Prompt Payment Discount %	Payment Issue Date w/in
%	10 Days
%	15 Days
%	20 Days
%	30 Days

The Contractor is unable to provide a prompt payment discount due to the following hardship:

Contractor/Bidder Authorized Signature _____ Date: __6 / 18 / 2014__

Contractor/ Bidder Authorized Signatory Print Name and Title: ___Paul Jacoby, VP of Sales + Client Services___